# STATE OF ALABAMA DEPARTMENT OF FINANCE INFORMATION SERVICES DIVISION

REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES 2003 - 2006

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# 1 INTRODUCTION

# 1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Alabama, Department of Finance, Information Services Division, hereinafter referred to as the State, intends to secure a contract for Information Technology Professional Services. The State has an ongoing need for Information Technology (IT) professionals in a variety of job classifications. The dynamic nature of this staffing need requires a flexible means of rapidly obtaining qualified personnel. The State plans to meet this need by awarding a source-of-supply contract to a limited number of vendors. Once this contract is in place, State agencies will use a structured, competitive process to obtain personnel, and the awarded vendors will compete on Statements of Work (SOW) as issued over the three year contract period.

Each Proposer will propose ceiling rates for systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications are defined as required or optional. The Proposer must provide a ceiling rate for all required job classifications in order to fulfill the requirements of the Cost proposal as defined in Section 5.3 of this document. In order to compete for the Statements of Work associated with optional job classifications, the Proposer must propose an associated ceiling rate. Thus, Proposers are encouraged to propose ceiling rates for all job classifications for which the Proposer can reliably provide qualified candidates.

The State will not accept any rate greater than \$85 per hour for any job classification. The job classifications will be priced separately and recorded on a provided response form. These ceiling rates will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification. For each project or task, vendors will compete by proposing their "best offer" unit rates, which must be less than or equal to the Ceiling Rates proposed in response to this RFP.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in Section 4 of this document and in Section I of the *pro forma* contract included in this RFP.

Provided that the State receives a sufficient number of responsive proposals, multiple Proposers will receive awards pursuant to this RFP. In accordance with Alabama statute, consideration will be given to Alabama-based, minority or women owned businesses. Consideration may be given to Proposers with proactive practices for hiring and retaining underrepresented groups or to Proposers offering optional job classifications to increase competition in those classifications.

# 1.2 Scope of Service

Section I - Services of the *pro forma* contract, included in Section Eight of this RFP, details the scope of services and deliverables that the State requires.

The pro forma contract also includes the terms and conditions required by the State.

#### 1.3 Contract Duration

The State intends to enter into a contract with an effective period of 10/1/2003 through 9/30/2006.

#### 1.4 Letter of Notification

A notification of the State's Intent to issue this RFP was mailed on April 25, 2003 and placed on the State's website. Vendors were asked to respond by May 15, 2003 with an e-mail indicating their interest to be

included in future electronic mail (email) notifications concerning the RFP. *Vendor Responses* are being used only to collect correspondence information from interested vendors.

Submittal of a *Response*, by the deadline specified in Section 2 RFP Schedule of Events, is not a prerequisite for submitting a proposal, but it is necessary to facilitate a vendor's notification via e-mail of RFP amendments and other communications regarding the RFP. All correspondence related to this RFP should be directed to the Contract Coordinator at RFPITAdmin@isd.state.al.us

# 1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2, RFP Schedule of Events. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall <u>not</u> substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmis sion, or by other telecommunication or electronic means.

#### 1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

# **2 RFP SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided via e-mail to all vendors submitting a *Letter of Intent to Propose* and posted to the RFP web site noted in Section 3.3.1.

	EVENT	DATE	TIME
1	State: Public Notification of Intent	4/25/03	
2	Vendors: Deadline for Letter of Interest via e-mail only	5/15/03	3:00 PM CDT
3	State: Issues RFP	5/30/03	
4	State: Proposal Workshop Held for New, Small, or Disadvantaged Vendors	6/11/03	1:00 PM CDT
5	Vendors: Deadline for Written Comments/Questions	6/13/03	3:00 PM CDT
6	State: Issues Responses to Written Comments/Questions	6/20/03	
7	Vendors: Deadline for Submitting a Proposal	6/27/03	3:00 PM CDT
8	State: Completes Evaluations	7/21/03	
9	Vendors: Signs Contract State: Administrative Approval of Contract	7/28/03	
10	State: Oversight Committee Meeting State: Signs Contract	8/7/03	
11	State: Issues Statements of Work	TBA	
12	Vendors: Submit SOW responses	Within 6 business days	
13	State: Selection of individuals	Per Work Order	
14	Anticipated work order start date	Per Work Order	

# 3 GENERAL REQUIREMENTS AND INFORMATION

#### 3.1 RFP Coordinator

The main point of contact for this RFP shall be:

RFP Coordinator
Department of Finance
64 North Union Street
Suite 200
Montgomery, AL 36130 or 36104\*
RFPITAdmin@isd.state.al.us

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

\*The zip code of 36130 is to be used for US Mail deliveries only. Deliveries via any other means such as private carriers must use the zip code of 36104.

#### 3.2 RFP Name

The State has assigned the following RFP identification name -- it should be referenced in all communications regarding the RFP:

Information Technology Professional Services RFP 2003-2006

# 3.3 Communications Regarding the RFP

3.3.1 This RFP, and all notices, amendments, and public communication regarding this RFP will be posted and maintained at the following web site:

#### www.isd.state.al.us/ps\_contracts.aspx

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated contents. However, the State is not liable for any Proposer problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this web site.

- 3.3.2 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of any state agency may result in disqualification.
- 3.3.3 All communications should be via e-mail to the RFP Coordinator at the e-mail address noted in Section 1.4. Any oral communications shall be considered unofficial and non-binding on the State. Submitted comments, including questions and requests for clarification, must cite the subject RFP name. The RFP Coordinator must receive these requests via e-mail by the deadline specified in Section 2, RFP Schedule of Events.
- 3.3.4 The State shall respond online to Proposer communications. Such response will only be posted online at the web site listed in Section 3.3.1. Communications that result in a change to the RFP shall be listed as an amendment to the RFP. Only posted responses to e-mailed communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to Proposer comments, questions, and requests for clarification.
- 3.3.5 The State shall send via e-mail notice of the online posting of its written responses to written comments, to all vendors submitting a *Letter of Interest* by the deadline specified in Section 2, RFP Schedule of Events.

3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a Proposer relies on said factual information it should either: (1) independently verify the information, or (2) obtain the State's written consent to rely thereon.

# 3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning the RFP must be made via e-mail and received by the State no later than the Deadline for Written Comments/Questions detailed in Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the State, in writing, by the Deadline for Written Comments/Questions.

# 3.5 Proposal Workshop

The State will conduct a proposal preparation workshop at the date and time specified in Section 2, RFP Schedule of Events. Workshop attendance is not required for proposal submission.

To qualify for workshop attendance, a vendor must meet at least one of the following criteria:

- a) Be in existence less than five (5) years,
- b) Employ or contract with fewer than 300 total employees, or
- c) Be registered with the State of Alabama or the US government as a Minority Based Enterprise.

Each qualifying vendor may send up to two (2) participants to the Proposal Workshop. The workshop will be held at Suite 740, 401 Adams Avenue, Montgomery, Alabama.

# 3.6 Proposal Submittal

- 3.6.1 Proposers shall respond to this RFP with a Proposer Qualification document, a Financial History document, and a Cost Proposal.
- 3.6.2 One (1) original and three (3) copies of the Proposer Qualification document shall be submitted to the State in a sealed package and be clearly marked:
  - "Proposer Qualification in Response to Information Technology Professional Services RFP 2003-2006 -- Do Not Open"
- 3.6.3 One (1) original and one (1) copy of the Cost Proposal shall be submitted to the State as a <u>separate</u>, sealed package and be clearly marked:
  - "Cost Proposal in Response to Information Technology Professional Services RFP 2003-2006 -- Do Not Open"
- 3.6.4 One (1) original and one (1) copy of the Financial History shall be submitted to the State as a <u>separate</u>, sealed package and be clearly marked:
  - "Financial History in Response to Information Technology Professional Services RFP 2003-2006 -- Do Not Open"  $\,$

- 3.6.5 No pricing information shall be included in the Proposer Qualification or Financial History documents. Inclusion of Cost Proposal amounts in the Proposer Qualification or Financial History documents shall make the proposal non-responsive.
- 3.6.6 One floppy diskette or CD shall be submitted to the State containing electronic (Excel Workbook) forms of the Cost Proposal and Financial Resources Profile. The diskette or CD shall be clearly labeled with the Proposer's name.
- 3.6.7 The three separately sealed proposals and CD or diskette, marked as required above, must be enclosed in another container for mailing purposes. The outermost container should fully describe the contents of the package and be clearly marked:

"Contains Separately Sealed Proposer Qualification, Cost Proposal, and Financial History"

Please ensure that the Proposer's company name appears on the CD or diskette and the exterior of all sealed packages and containers.

3.6.8 All proposals must be submitted to the RFP Coordinator at:

RFP Coordinator
Department of Finance
64 North Union Street
Suite 200
Montgomery, AL 36130 or 36104\*

Phone (for courier deliveries): 334-242-3800

by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

\*The zip code of 36130 is to be used for US Mail deliveries only. Deliveries via any other means such as private carriers must use the zip code of 36104.

# 3.7 Proposal Preparation Costs

The State shall <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any proposal.

# 3.8 Proposal Withdrawal

Vendors may withdraw a submitted proposal at any time. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals, as detailed in Section 2, RFP Schedule of Events.

# 3.9 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

#### 3.10 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

# 3.11 Incorrect Proposal Information

If the state determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

# 3.12 Prohibition of Proposer Terms and Conditions

A Proposer may <u>not</u> submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

# 3.13 Assignment and Subcontracting

- 3.13.1 For purposes of this RFP, the State defines "*subcontractor usage*" as any relationship in which Contractor personnel assigned to the State have their salary, wages, or any other compensation paid by any party other than the Prime Contractor. The party providing such personnel compensation is deemed the *subcontractor*.
- 3.13.2 The State will enter into contract with Prime Contractors only. Vendors wishing to work together in responding to this RFP must identify a single Prime Contractor to submit the proposal.
- 3.13.3 The Contractor may not use subcontractors without prior, written approval from the State. Subcontractors identified by the Prime Contractor in its proposal as expected to provide personnel to the State through the contract resulting from this RFP will be approved or disapproved prior to contract signing.
- 3.13.4 The Contractor may not transfer or assign any portion of the contract without prior, written approval from the State.

# 3.14 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any personnel provided by the contractor.

# 3.15 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

### 3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 Should any such prohibited action stated in Section 3.16.1 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

#### 3.17 Insurance

The apparent successful Proposers may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposers to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

#### 3.18 Licensure

Before a contract pursuant to this RFP is signed, the Contractor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

# 3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. See Attachment 9.16 to locate the required Disclosure Statement.
  - Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.
- 3.19.2 State agencies shall not contract with an individual who is, or within the past two years has been, an employee of the State of Alabama. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may **not** submit, or in any way contribute to, a proposal in response to this RFP.

# 3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided online and its presence noted via e-mail to all vendors submitting a *Letter of Interest*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

#### 3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in Proposer Qualifications provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

# 3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Alabama. Selection or rejection of a proposal does not affect this right. All proposal information, including cost proposals and financial histories, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

Exceptions to public disclosure are historic and financial information submitted in response to Sections 5.2.5.2, 5.2.5.3, 5.2.5.4, 5.2.5.5, 5.3.3.6, 5.3.3.7, 5.3.3.8, and 5.3.3.9 **that are marked "Confidential" by the Proposer**. To mark a proposal component as confidential, the word *Confidential* should be clearly visible on each page. If so marked, these materials will not be made public and may contain:

- a. A domain experience profile as specified in Attachment 9.3,
- Staff Availability Profiles for Required and Optional Job Classifications as specified in Attachments 9.4 and 9.5,
- c. Staff and Contract Maintenance Profile as specified in Attachment 9.6, and
- d. Subcontractor Relationships as specified in Attachment 9.7,
- e. Independently audited financial statements,
- f. Federal income tax statements,
- g. Cash flow statement, and
- h. A financial resources profile as specified in Attachment 9.8.

# 3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

# 4 SPECIAL REQUIREMENTS

# 4.1 Location and Work Space

Most work pursuant to this RFP will be performed on-site in Montgomery, Alabama. In most instances, the State will provide the Contractor staff with office space, access to telephones, office supplies, connections to the relevant State LAN/WAN and/or mainframe environment, and workstations or terminals.

Normal State working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, with overtime work performed as necessary to meet project deadlines. The State is not obligated to provide State supervision outside of normal State working hours. The State supervisor will determine the structure of the workday and the number of hours to be worked per week. In most cases this will be forty (40) hours per week. However, the State reserves the right to modify the work hours in the best interest of the project. Required overtime will be determined and pre-approved by State Management and will be compensated at the normal rate established in the Work Order between the Agency and the Contractor. The Contractor shall observe the same standard holidays as State employees: New Year's Day, Martin Luther King Jr/Robert E. Lee Day, Presidents' Day, Confederate Memorial Day, National Memorial Day, Jefferson Davis' Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas (generally two (2) or more days); approximately twelve (12) total days. The State does not compensate Contractors for holiday pay.

All State facilities are non-smoking buildings. Each building has one area designated for smoking and this is generally a loading dock, parking garage, basement, etc. Contractor personnel will be paid for time at their place of work and will not be compensated for smoke breaks, regardless of duration. Contractor personnel will make arrangements for accounting for this time with their respective State manager.

# 4.2 Hardware and Software Requirements

The State reserves the option to require the Contractor to supply workstations and agency-required software licenses for its staff. Workstations and software licenses must conform to the host agency standards (see Agency IT Architectures, Attachment 9.15). Any associated hardware and software requirements will be specifically defined in Statement of Work documents as they are issued. Hardware and software costs will be negotiated at the SOW level, and should **not** be incorporated into cost proposals.

# 4.3 Training

The State agencies make changes to their technical architectures (see Attachment 9.15) from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. For example: Assume a contract individual needs training in a particular CASE tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor firm and the training hours will not be billable to the State. Historically, the State has used this provision sparingly. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year.

# 4.4 State and Agency Rules

Contractor personnel assigned to the State are bound by the State/Agency rules for computer and Internet usage and will be required to sign Alabama Computer Access Security, Privacy, and Code of Conduct agreements (as found in Attachment 9.17), as required of the State's own employees.

Some state agencies may have additional requirements such as criminal background checks and drug screenings. Any such special requirement will be defined in the Statement of Work. Contractor firms will be responsible for any costs associated with ensuring their personnel meet all requirements prior to assignment to a state agency.

#### 4.5 Job Classifications

Under the terms of the Contract and at the State's request, the Contractor will provide the services of the classifications of personnel listed in Attachment 9.14. This Attachment contains Job Classification descriptions, which list the State's **minimum** requirements for personnel in the various classifications. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Agencies Standard Information Technology Architectures (see Attachment 9.15). Note that the State reserves the right to amend this architecture throughout the term of the Contract.

Job Classifications are designated as Required or Optional. All contractors will compete for the required job classification positions. Only those Contractors that propose ceiling rates for Optional Job Classifications will compete for those positions.

Due to the dynamic nature of projects within State government, the State cannot predict the numbers of personnel that will be required under this Contract. **Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement.** 

# 4.6 Information Technology Professional Services Process

Attachment 9.18 illustrates the process to be used by the State to communicate requested work to participating vendors, obtain and review candidate submission, and evaluate and select candidates.

4.6.1 Statement of Work.

The State will provide all eligible Contractors with a Statement of Work (SOW) describing the required Information Technology Professional Services. The SOW will be provided in electronic format (see Attachment 9.19 for a draft of this document). The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of personnel by skill set (Job Classification), and Project Begin and End Dates.

The Contractor will respond to the SOW with resumes and references for candidates that meet the requirements.

4.6.2 Submission of Project Offer and Personnel Resumes.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond via e-mail, either affirming or denying its ability to provide the personnel in the required time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved or personnel requirements.

The Contractor will only receive a SOW for those job classifications for which a ceiling rate was proposed in response to this RFP. The State expects the Contractor to respond fully to each SOW for which the Contractor is eligible, that is each SOW that applies to a job classification for which the Contractor proposed a ceiling rate. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as State needs dictate.

If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in the appropriate way in an e-mail response to the State. Failure to respond at all, a late response, or lack of resumes and references shall be deemed a denial and recorded as such in the Contractor *score card*.

Otherwise, if the Contractor is capable of providing the requested personnel, the Contractor will submit a "Project Offer," which will include the following items:

- a. Basic candidate information: Name and Date of Availability of the candidate.
- b. Payment Rate Per Hour for each resume submitted. If the SOW project dates span more than one State fiscal year of the Master Contract term, the Contractor must provide rates for every effective fiscal year. In other words, if the SOW Project Begin and End dates lie completely within year one of the Master Contract term, the Contractor would only provide one hourly rate. On the other hand, if the dates begin in year one and extend into any portion of year 2 or year 3, the Contractor must propose rates for all years.
  - Payment Rates may not exceed the Ceiling Rates originally proposed in response to this RFP (i.e., as submitted on Attachments 9.9 and 9.10). However, the Payment Rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities. The Payment Rates stated in the Project Offer, provided that they are less than those originally proposed, will apply to the SOW/WO in question and will be used in lieu of the Payment Rates stated in the Master Contract.
- c. The resume(s) of the actual individual(s) proposed for the task or project in question. Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied forms to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and will be considered a denial of that Contractor's ability to provide the personnel.

#### 4.6.3 Double Submissions.

Two or more Contractors cannot submit the same candidate on the same Statement of Work (SOW). Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

- a. The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. Blanket Commitment Letters covering multiple SOWs will not be allowed. The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.
- b. The Contractor firm will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from both vendors. The submission from the Contractor that can produce the letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce the letter, the candidate will be rejected.

#### 4.6.4Evaluation of Candidates.

After the Project Offer Due Date, the State will prioritize the candidates from responsive Proposers in order, from low to high pricing. The resumes will be reviewed in this order.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the "best-qualified" individual(s) is (are) found. The best-qualified candidate(s) will be lowest-priced candidate(s) submitted that meets the SOW requirements. The State must have a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate(s), the State will notify all Contractors regarding its selection and Contractor *score cards* will be updated. Such notification will take place via e-mail and within one week of candidate selection.

#### 4.6.5 Work Visas and Two-Week Notices.

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date. It is the sole responsibility of the Contractor to verify a candidate's permission to work in the United States.

# 4.6.6 Offer of a State Assignment

If a State agency supervisor is interested in a candidate the supervisor will notify the Contract Administrator. The Contract Administrator will confirm the Contractor and the candidate availability for the position through an email to the State agency supervisor and the Contractor. Contracting companies shall not represent to their candidate that he or she has been offered a State assignment prior to receiving an email from the State stating that the Contract Administrator has confirmed the assignment.

After the Contract Administrator confirms the position, the Agency develops the Work Order and must obtain all appropriate signatures before the candidate may begin work.

#### 4.6.7 Work Order.

After the State has selected the best-qualified candidate(s), it will develop a Work Order (WO) binding the Contractor to the terms of the Master Contract. (See Attachment 9.20 for a draft of the WO document.) Prior to Contractor personnel beginning their assignments with the State, the requesting State agency IT manager, the Information Services Division (ISD) and the Contractor must jointly sign the WO.

A fully executed WO, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State will deliver to the Contractor a copy of the fully executed WO by hand, mail, e-mail, or fax. The Contractor must be in receipt of a fully executed WO prior to Contractor personnel beginning work. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed WO.

Another important function of the WO will be to fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "WO Project Price"). This amount cannot be exceeded without a WO amendment. Such an amendment, if deemed necessary by the State, would increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The Amendment will require the same signatures as the original WO. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of WO amendments.

#### 4.6.8 *Invoicing and Payments for Services.*

The services shall be provided and invoiced on an hourly basis, as used, up to the WO Project Price stated in the WO. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Master Contract.

For each WO, the State will track the expenditures against the WO Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the WO Project Price to accommodate completion of any work begun, or to allow the Contractor's WO to expire. The State shall not be liable to pay the Contractor for any hours worked in excess of the most current approved WO Project Price.

#### 4.6.9 *Continuity of Project Personnel.*

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to a WO. Continuity of personnel promotes efficiency in the performance of the SOW. Thus, Contractor continuity of personnel will be tracked in the Contractor *score card*.

#### 4.7 Performance Evaluations

Each individual assigned to the State under a Contract resulting from this RFP will be evaluated on a regular basis.

- a. The **first** evaluation will occur at the **end of the fifth working day**. If performance at that time is deemed to be unacceptable, the individual will be terminated and the State will **not** pay for the hours worked. The State will notify the Contractor of this action in writing (a fax or e-mail, with voice confirmation, will suffice). In this event, the State will not be liable to the Contractor for any costs or damages --including, but not limited to, hourly Payment Rate payments, travel expenses, relocation fees, etc.--related to that individual's assignment at the State. The State will provide such notification to the Contractor no later than the end of the fifth day of the individual's assignment.
- b. A **second** evaluation will occur at the **end of one month**. If there are performance problems at this time the individual will be terminated and the State will pay for acceptable work performed. The State shall determine if work is acceptable.
- c. Subsequent evaluations will occur every six months.

- d. The above provisions shall be in addition to the personnel performance review and termination provisions stated in the Master Contract.
- e. The termination of an individual will not necessarily result in the termination of the Contractor firm that supplied the individual to the WO. The State's decision will depend upon the circumstances and whether or not the terminated individual was the only individual on the WO in question.
- f. Individual performance evaluations will be reflected in the Contractor's *Score Card*, and will be communicated in a timely manner to the Contractor to facilitate corrective action as necessary.

# 4.8 Replacement Personnel

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State has three options:

- a) The State can request the same Contractor replace the individual with an individual of equal or greater qualifications. The pay rate shall remain the same beyond the first 80 hours of work performed by the new Contractor's personnel. The first 80 hours of work performed by the new Contractor's personnel will be billed at one half the agreed upon hourly rate.
- b) The State can choose from the other candidates submitted in response to the SOW, if they are still available and the proposed rates are still valid.
- c) The State can re-issue the SOW and obtain a new list of candidates and rates from eligible Contractors.

Replacement of personnel will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals. Regardless of the option chosen by the State (a, b, or c), the Performance Evaluation and Score Carding process as detailed in Sections 4.6 and 4.10 will apply to the replacement personnel.

# 4.9 Contractor's Ability to Provide Personnel

The State recognizes that there may be occasions when the Contractor may not be able to provide one or more of the requested Job Classifications. However, the success of this multiple-source procurement mechanism depends upon participating Contractors consistently responding to SOW for which they are eligible and providing qualified resumes for every Job Classification requested therein. The *score card* will include the Contractor's responsiveness to applicable SOW with qualified resumes.

#### 4.10 Contractor Score Card

Contractor performance will be monitored through the life of this contract using a *score carding* system. Poor performance may be used as grounds for removal of the Contractor from the Master Contract and may restrict the Contractor from competition on future IT Professional Services RFP's. *Score card* performance metrics include but are not limited to the following:

- a) Number of resumes provided by Contractor in response to SOW for which Contractor is qualified to respond
- b) Number of resumes provided by Contractor that fail to meet acceptable minimum qualifications
- c) Percent of resumes provided by Contractor from qualified minority and women candidates
- d) Number of times Contractor withdraws candidates after the State has selected them
- d) Number of times the Contractor rotates personnel to positions outside the procuring State Agency
- e) Number of times State terminates for unacceptable performance the Contractor's employees

A complete Contract Performance Monitoring system will be defined and presented as a part of the Contract.

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In the event a Contractor is removed from the Master Contract, if the Contractor is providing services pursuant to a WO at the time of removal from the Master Contract, the Master Contract shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the WO; and the Contractor shall not be allowed to participate in any future SOWs.

In the event of the removal of one or more Contractors as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.

#### 4.11 Transition Period

There may be an overlap in the effective date of contracts awarded under this RFP and the end date of existing IT Professional Services contracts. This possible overlap requires special rules to govern the proposal on Project Offers of individuals already assigned to State positions ("incumbents"). During the transition period, the following rules apply:

- a. An incumbent <u>may **not** be proposed</u> on any new SOW that has a Project Begin Date less than or equal to the Project End Date of the incumbent's current WO. Any incumbent proposed under these conditions will be disqualified.
- b. The sole exception to Section 4.11.a. is the case of an incumbent being proposed on an SOW to fill the same position that the incumbent currently occupies. An incumbent <u>may be proposed</u> for the same position he or she currently occupies, regardless of his or her current WO Project End Date or the new SOW Project Begin Date.

From the State's perspective, there is no prohibition against incumbents changing Contractor companies under the new IT Professional Services contracts <u>during this transition period</u>. In other words, the State will allow an incumbent to be proposed by a Contractor company different from the one currently providing the incumbent personnel.

# 4.12 Restrictions on Personnel Movement among Contractors and SOWs

Note that the provisions of this Section 4.12 are distinct from those of Section 4.11 above and apply after the Transition Period.

The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among Contractors, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other professional services contract leaves that assignment or is terminated for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the WO expires or the State supervisor determines that the individual has completed their assignment under that WO with the State. In the latter case, the supervisor must notify the IT Professional Services Contract Administrator by e-mail, providing the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current WO as of the date given. An individual released in this way is only eligible to be proposed on SOW published after the stated assignment end date. Any individual proposed on an SOW with a publication date equal to, or earlier than, that individual's assignment end date will be disqualified from that SOW.

### 4.13 Deriving Payment Rates for Project End Date Extensions

In some cases, the Project End Dates on SOW/WO may be extended beyond what was anticipated when the SOW was originally distributed. This may mean that the Contractor has only proposed a rate for year one

(1) on an SOW/WO that is being extended into year two (2); i.e., there would be no agreed upon hourly rate for year 2. The State has the option to negotiate the next year rate for the incumbent with the Contractor for a rate less than or equal to the ceiling rate proposed by the Contractor in the proposal to this RFP or re-issue the SOW to all eligible Contractors.

# 4.14 Miscellaneous Policies and Procedures

- a. <u>Parking</u>. The State will **not** provide parking for Contractor personnel.
- b. Pagers. The State will supply pagers as needed for work assignments.

#### 4.15 Additional Policies and Procedures

The State will promulgate additional policies and procedures, manual or electronic, to govern requests for IT Professional Services as needed, throughout the life of the Contract resulting from this RFP. The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and WO, if such is deemed to be in the best interest of the project or task in question.

# 5 PROPOSAL FORMAT AND CONTENT

# 5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers shall divide their responses to this RFP into a Proposer Qualification document, a Financial History document, and a Cost Proposal <u>and</u> submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.
- 5.1.4 Proposers must respond to every subsection under the Proposer Qualifications, Financial History, and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g.*, the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).
  - Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.
  - Proposals must <u>not</u> contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.5 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered, and each of the three components (Proposer Qualifications, Cost Proposal, and Financial History) must be bound separately.
- 5.1.6 One floppy diskette or CD shall be submitted containing electronic (Excel Workbook) forms of the Proposer's Cost Proposal and Financial Resources Profile. The diskette or CD shall be clearly labeled with the Proposer's name.
- 5.1.7 Cost Proposal and pricing information shall **not** be included in the Proposer Qualification or Financial History documents. Inclusion of Cost Proposal dollar amounts in the Proposer Qualification or Financial History documents shall make the proposal non-responsive and the proposal shall be rejected.

# 5.2 Proposer Qualifications

The Proposer Qualification document shall be divided into the following:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications;
- IV. Proposer Experience;
- V. Contract and Staff Maintenance

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be non-responsive and reject it.

5.2.1 <u>Proposal Transmittal Letter</u> -- The Proposer Qualification document must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

- 5.2.1.1 The letter shall state that the proposal remains valid for at least One Hundred Eighty (180) days subsequent to the date of the Proposal Submission deadline and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.2 The letter shall provide the complete name and Social Security Number or EIN number of the individual, the legal entity name and Vendor Tax Identification Number of the firm making the proposal.
- 5.2.1.3 The letter shall provide the name, mailing address, e-mail address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.4 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Alabama) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.1.5 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.2 Mandatory Proposer Qualifications --Proposer Qualifications shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualification requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Proposer Qualifications shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 Written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal will be rejected.)
- 5.2.2.2 Using Attachment 9.2 (Certification of Compliance), written certification and assurance of the Proposer's compliance with:
  - the laws of the State of Alabama;
  - Title VI of the federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
  - the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
  - the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP;
  - the terms set out in the State of Alabama Vendor Disclosure form;
  - the terms set out in the Alabama Computer Access, Security, Privacy, and Code of Conduct; and

- the provision of insurance as required by the laws of Alabama and as set out in the pro forma contract.
- 5.2.3 General Proposer Qualifications -- Proposer Qualifications shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's qualifications to deliver services similar to those required by this RFP. Any Proposal which does not indicate ethical and lawful business practices and provide all required documentation may be considered non-responsive, and the proposal may be rejected.
- 5.2.3.1 A brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP. Said statement shall include the following (referencing the subsections in sequence) and be limited to 1500 words:
- 5.2.3.1.1 A brief description of the Proposer's background and organizational history;
- 5.2.3.1.2 Years in business;
- 5.2.3.1.3 A brief statement of how long the Proposer has been performing the services required by this RFP;
- 5.2.3.1.4 Location of offices;
- 5.2.3.1.5 An organizational profile including: number of employees, longevity of emp loyees and client base,
- 5.2.3.1.6 Any mergers, acquisitions, or sales of the Proposer company within the last ten years; and
- 5.2.3.1.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, limited liability company, et cetera).
- 5.2.3.2 A brief description of the Proposer's ethical history with any government agency; said description <u>shall</u> include (referencing the subsections in sequence):
- 5.2.3.2.1 A statement as to whether the Proposer has ever been disqualified from competition for government contracts because of state or federal ethical violations; and if so, an explanation providing relevant details.
- 5.2.3.2.2 A statement as to whether the Proposer has ever been disqualified from competition for government contracts because of unsatisfactory performance on contracts; and if so, an explanation providing relevant details.
- 5.2.3.3 A brief description of the Proposer's litigation history, said description <u>shall</u> include (referencing the subsections in sequence):
- 5.2.3.3.1 A statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details.
- 5.2.3.3.2 A statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- 5.2.3.3.3 A statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 5.2.3.4 Proposers meeting the requirements for: Minority, Female, Person with Disability, or Disadvantaged ownership status by either the State of Alabama or the U.S. federal government shall provide supporting documentation.
- 5.2.3.5 More detailed diversity statements and plans will be requested of selected Contractors. Submitting a proposal in response to this RFP equates to acceptance of this additional inquiry.

- 5.2.4 **Proposer Experience** -- Proposer Qualifications shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:
- 5.2.4.1 A list, if any, of <u>all</u> current contractual relationships with the State of Alabama and all those completed within the previous three-year period -- the listing <u>shall</u> include:
  - a. Contract number;
  - b. Time period of the project and/or contract. Must be stated in the form of "fromto" dates (e.g., "Jan. 02 -- March 05"). <u>Do not state this as a length of time (e.g., "two years")</u>, without start and end dates:
  - c. Procuring state agency;
  - d. Description of service provided,
  - e. Maximum number of staff on-site with the client(over entire period of client service)
  - f. Total dollar amount over the life of contract and
  - g. State contact name and telephone number for each reference.
- 5.2.4.2 A list of the three (3) most representative clients the Proposer is currently serving, or has recently (within the past three [3] years) served. Higher scores will be given for experience reflecting services the same as or similar to those requested in this RFP. For each client, include:
  - a. Client name, address, and telephone number. In the case of known mergers or acquisitions, provide current name, address, and telephone number.
  - b. Description of service provided.
  - c. Maximum number of staff on-site with the client (over entire period of client service)
  - d. Time period of the project and/or contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 02 -- March 05"). <u>Do not</u> state this as a length of time (e.g., "two years"), without start and end dates.
  - e. Client's contact reference name, e-mail address and telephone number; provide a primary and alternative contact for each client. The Proposer **must** verify the accuracy of this information (names, email addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. The State will contact these references, and their input will affect the Proposer's score. If the State is unable to contact a reference after a reasonable effort, scoring will proceed as if the reference were unfavorable.
    - Label the reference responses as follows: "Experience Reference # 1," followed by specific responses to 5.2.4.2.a through 5.2.4.2.e; etc.
- 5.2.4.3 Detail the Proposer's experience and ability to provide resources with knowledge in domains relevant to the State of Alabama, by completion of Attachment 9.3 (Domain Experience Profile Format).
- 5.2.5 <u>Contract and Staff Maintenance</u> Proposer Qualifications shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's capacity and experience in maintaining client support and a qualified stable staff:
- 5.2.5.1 Provide an organizational chart highlighting the key people who shall be assigned to manage the personnel called for in this RFP. It should illustrate the lines of authority and designate the individual that will serve as the main Contractor contact for the provision of IT Professional Services pursuant to this RFP.
- 5.2.5.2 Complete Attachment 9.4 to provide a Staff Availability Profile for the Required Job Classifications listed in Section I of the *pro forma* contract in Section Eight of this RFP. This profile shall detail for each required Job Classification the total number of <u>qualified</u> individuals that your company currently

has: assigned to projects, currently available for project assignment, or that will be available within 30 days of contract start date.

The personnel that make up these counts must have:

- <u>All</u> experience and qualifications required for each Required Job Classification, as described in Attachment 9.14;
- A reasonable likelihood of accepting a position under the listed Job Classification at or below the associated ceiling rate in the Cost Proposal; and
- A pre-existing agreement or relationship with the Proposer or one of the Proposer's subcontractors listed in Attachment 9.7.

<u>Do not falsely inflate these counts</u>. Do not include in these counts individuals that do not meet the State's Job Classification qualifications (see Attachment 9.14), individuals not likely to accept a position under the Job Classification at or below the proposed Ceiling Rate, or with which your company or your identified subcontractors have no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.

It is allowed to count a staff member for multiple job classifications PROVIDED that staff member meets the above criteria for EACH job classification, including that the staff member would likely consider accepting a position under the job classification at or below the quoted ceiling rate. For example, a staff member having 5 years of Oracle DBA experience may be qualified to perform the duties of both a Database Administrator and a Programmer, but would likely not accept a Programmer position and thus should not be counted in that category

Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.

5.2.5.3 Complete Attachment 9.5 to provide a Staff Availability Profile for the Optional Job Classifications listed in Section I of the *pro forma* contract in Section Eight of this RFP. This profile shall detail for each Optional Job Classification whether the Proposer is submitting an associated ceiling rate in the Cost Proposal and if so the total number of <u>qualified</u> individuals that your company currently has: assigned to projects, currently available for project assignment, and that will be available within 30 days of contract start date.

The personnel that make up these counts must have:

- <u>All</u> experience and qualifications required for each Optional Job Classification, as described in Attachment 9.14; and
- A reasonable likelihood of accepting a position under the listed Job Classification at or below the associated ceiling rate in the Cost Proposal; and
- A pre-existing agreement or relationship with the Proposer or one of the Proposer's subcontractors listed in Attachment 9.7.

<u>Do not falsely inflate these counts</u>. Do not include in these counts individuals that do not meet the State's Job Classification qualifications (see Attachment 9.14), individuals not likely to accept a position under the Job Classification at or below the proposed Ceiling Rate, or with which your company or your identified subcontractors have no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.

It is allowed to count a staff member for multiple job classifications PROVIDED that staff member meets the above criteria for EACH job classification, including that the staff member would likely consider accepting a position under the job classification at or below the quoted ceiling rate. For example, a staff member having 5 years of Oracle DBA experience may be qualified to perform the duties of both a Database Administrator and a Programmer, but would likely not accept a Programmer position and thus should not be counted in that category

Note that in order to compete for an Optional Job Classification, the Proposer must propose an associated ceiling rate. Thus, Proposers are encouraged to propose ceiling rates for all job classifications for which the Proposer can reliably provide qualified candidates.

Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.

- 5.2.5.4 Provide the following information regarding Proposer Professional Staff for each of the last three fiscal years, by completing Attachment 9.6 (Staff and Contract Maintenance Profile Format):
  - a) Average Training Budget per professional staff member,
  - b) Professional Staff Turnover rates,
  - c) Average Benefits paid to Professional Staff as a percent of hourly wages,
  - d) Percent of Professional Staff considered employees,
  - e) Percent of Professional Staff considered contractors, and
  - f) Number of Professional Staff members removed from client work for: failure to perform, vendor assignment rotation, or employee resignation.

For the purposes of this RFP, the term "professional staff" is defined as individuals (either employees or contractors) either placed or available for placement by the Proposer during the referenced FY. The requested metrics should be limited to the individuals (both *employees* and *contractors* as defined below) placed or available for placement by the Proposer during the referenced FY. Do not include internal support staff in either category.

With regard to d) and e) above, every individual placed or available for placement by the Proposer during the referenced FY should be taken into account in one of the two categories: % *employees* or % *contractors* (thus, the sum of the two will be 100%). If the Proposer supplies a W-2 for the individual, he or she should be considered an *employee*. Otherwise, he or she should be considered a *contractor*. Thus individuals hired by the Proposer as independent contractors and any individuals provided to Proposer clients that are compensated by a subcontractor, either as individual contractors or employees, should be considered *contractors*. Do not include internal support staff in either category.

- 5.2.5.5 Provide the following information for any Subcontractor firm from which the Proposer expects to obtain staff under the contract resulting from this RFP, by completing Attachment 9.7 (Subcontractor Relationships):
  - a) Name of Subcontractor firm
  - b) Mailing address
  - c) Primary contact name, phone number, and e-mail address
  - d) Percent of staff listed in Attachment 9.4 (Staff Availability Profile for Required Job Classifications) provided by the subcontractor

Any subcontractor whose employees or in dividual contractors are included in Attachment 9.4 or Attachment 9.5 MUST be included in Attachment 9.7.

# 5.3 Proposer Financial History

- 5.3.1 The Proposer Financial History shall be submitted to the State as a <u>separate</u>, <u>sealed package</u> from the Proposer Qualifications and Cost Proposal.
- 5.3.2 Proposer Financial History is used to evidence the Proposer's financial stability. Any Proposal that does not indicate a going concern or provide all required documentation may be considered non-responsive, and the proposal may be rejected.
- 5.3.3 Proposer Financial History shall provide the following information as evidence of Proposer's financial responsibility and stability (referencing the subsections in sequence):
- 5.3.3.1 A current written bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing;
- 5.3.3.2 Documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months; in lieu of such, two current written, positive credit references from vendors with which the Proposer has done business;
- 5.3.3.3 Copies of certificates of insurance coverage as set out in Section V of the *pro forma* contract in Section Eight of this RFP if available; in lieu of this, a letter committing the Proposer to the obtainment of such insurance if selected. This letter must be signed by a company officer empowered to bind the company to such an agreement.
- 5.3.3.4 A statement indicating the currency of Federal Income Tax payments;
- 5.3.3.5 A statement indicating the currency of Alabama state income, payroll, and sales taxes IF the Proposer is currently operating in the State of Alabama.
- 5.3.3.6 The **independently audited** financial statements for the most recently comp leted fiscal year including a statement as to whether the financial statements provided indicate a going concern disclosure, and if so, an explanation of the going concern disclosure;
- 5.3.3.7 ONLY IF **independently audited** financial statements are not available, in lieu of such, a copy of the three (3) most recent Federal Income Tax Statements may be provided;
- 5.3.3.8 The Proposer's financial resources profile using the format provided in Attachment 9.8. The profile shall contain the following information detailed as dollar amounts itemized with page references to the independently audited financial or Income Tax statements provided where the amounts may be confirmed:
  - -- current assets
  - -- fixed assets;
  - -- cash;
  - -- inventories:
  - -- current liabilities; and
  - -- long-term debt.
- 5.3.3.9 The Proposer's financial resources profile in electronic form, using the format provided in the Excel Workbook template "Financial Resources Profile format.xls", available from the RFP web site as detailed in Section 3.3.1. The submitted Excel Workbook shall be named "Proposer\_Name Financial Resources Profile.xls" using the exact format as provided in the template "Financial Resources Profile format.xls."
- 5.3.3.10 Documentation regarding whether and to what extent there is a positive cash flow from operating activities for the Proposer's current operating period.

#### 5.4 Cost Proposal

5.4.1 The Cost Proposal shall be submitted to the State as a <u>separate</u>, <u>sealed package</u> from the Proposer Qualifications and Proposer Financial History.

5.4.2 The **Cost Proposal Format for Required Job Classifications** is provided in Attachment 9.9 and the Cost Proposal for Required Job Classifications must be recorded on an exact duplicate thereof.

The Proposer shall enter, in the column labeled "Ceiling Rate" in Attachment 9.9, maximum hourly rates for years 1, 2, and 3 for each Required Job Classification as described in Attachment 9.14 of this RFP. Do not leave any Required Job Classification rates blank, for any of the three contract years. The State will not accept any rate greater than \$85 per hour for any job classification.

The Required Job Classification Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.9. Said proposed cost shall incorporate <u>all</u> direct and indirect cost for the proposed scope of services for the total contract period. The only exceptions are travel and equipment/software licenses costs as defined in Section IV-D of the *pro forma* contract in Section eight of this RFP. Any associated equipment/software license costs will be negotiated at the SOW level, and should not be incorporated into cost proposals.

5.4.3 The **Cost Proposal Format for Optionally Bid Job Classifications** is provided in Attachment 9.10, and the Cost Proposal for Optionally Bid Job Classifications must be recorded on an exact duplicate thereof.

The Proposer shall enter, in the column labeled "Ceiling Rate" in Attachment 9.10, maximum hourly rates for years 1, 2, and 3 for any or all Optional Job Classification as described in Attachment 9.14 of this RFP. The Proposer must propose an Optional Job Classification Ceiling Rate in order to compete for associated Statements of Work. Do not leave any Optional Job Classification rates blank, for any of the three contract years, if you wish to supply candidates in this Job Classification. The State will not accept any rate greater than \$85 per hour for any job classification.

The Cost Proposal for Optionally Bid Job Classifications shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachment 9.10. Said proposed cost shall incorporate <u>all</u> direct and indirect cost for the proposed scope of services for the total contract period. The only exceptions are travel and equipment/software licenses costs as defined in Section IV-D of the *pro forma* contract in Section eight of this RFP. Any associated equipment/ software license costs will be negotiated at the SOW level, and should not be incorporated into cost proposals.

- 5.4.4 The Required and Optional Cost Proposals shall record <u>only</u> the proposed cost for defined Job Classifications, and shall <u>not</u> record any other rates, amounts, or information. They shall <u>not</u> record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.
- 5.4.5 The Required and Optional Cost Proposals shall also be submitted in electronic form, using the format provided in the Excel Workbook template "Cost Proposal Format.xls." available from the RFP web site as detailed in Section 3.3.1. The submitted Excel Workbook shall be named "Proposer\_Name Cost Proposal.xls" using the exact format as provided in the template "Cost Proposal Format.xls"
- 5.4.6 The Proposer must sign and date the hard copy forms of the Required and Optional Cost Proposals.

# **6 EVALUATION AND VENDOR SELECTION**

# 6.1 Proposal Evaluation Categories and Weights

The categories that shall be considered in the evaluation of proposals are Proposer Qualifications (comprised of evaluations in the areas of Experience, and Staff and Contract Maintenance), and Cost.

Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a proposal:

I. Proposer Qualifications:

Experience 35 (maximum points possible)
Staff and Contract Maintenance 15 (maximum points possible)
II. Cost Proposal: 45 (maximum points possible)

III. Minority, Women, or Alabama Based Proposer: 5 points

Failure by a Proposer to provide information, failure by a Proposer to demonstrate sufficient qualifications in each area, or consistent patterns of negative performance in any area will disqualify the Proposer.

- 6.1.1 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The Proposal Evaluation Team comprised of State employees shall be responsible for evaluating proposals.
- 6.1.2 All proposals shall be reviewed by the RFP Coordinator to determine compliance with proposal requirements as specified in this RFP (Attachment 9.1, Proposal Compliance Checklist). If the RFP Coordinator determines that a proposal may not be in compliance with one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:
  - 1) if it meets requirements for further evaluation;
  - 2) if the State shall request clarification(s) or correction(s); or
  - 3) if the State shall determine the proposal non-responsive and reject it.
- 6.1.3 The Proposal Evaluation Team shall evaluate Proposer Qualification documents from responsive Proposers. Three team members shall score each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in Attachment 9.11 of this RFP. Each evaluator shall use only whole numbers for scoring proposals.
- 6.1.4 The State reserves the right, at its sole discretion, to request clarifications of Proposer Qualifications or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Evaluation Team. If held, the discussion shall be after initial evaluation of Proposer Qualifications. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.1.5 Independent of the Proposer Qualification Evaluation, the RFP Coordinator shall calculate scores for each Cost Proposal (see Attachment 9.12, Cost Proposal Evaluation Format). The Cost Evaluation scores shall be based on the Ceiling Rates indicated in the Proposer's Cost Proposal for Required Job Classifications (Attachment 9.9).
- 6.1.5.1 The RFP Coordinator will multiply each of the Required Job Classification Ceiling Rates proposed by the "Weighting Factor" to derive the "Cost Factor." Totaling these individual job classification Cost Factors yields the "Total Cost Factor."
- Once the Total Cost Factor has been calculated for each Cost Proposal, the RFP Coordinator shall obtain the "Normalized Total Cost Factor" by:

**<u>DIVIDING</u>** the "Lowest Total Cost Factor" of all proposals **<u>BY</u>** "Total Cost Factor" Being Evaluated

6.1.5.3 The RFP Coordinator shall complete the Cost Evaluation by determining the points each Proposer shall receive by:

MULTIPLYING "Normalized Total Cost Factor" by Maximum Cost Points

6.1.6 The RFP Coordinator shall combine the Proposer Qualification Evaluation scores with the Cost Evaluation scores for each Proposer. (See Attachment 9.13, Proposal Score Summary Matrix).

#### 6.2 Additional Factors Considered

Factors not included in the Proposal Score calculation but used to disqualify a Proposer or give preference in the evaluation process include the following:

- 6.2.1 The Proposer Financial History is not quantitatively included in proposal score calculation. A detailed financial analysis will be performed for each Proposer. The analysis may include where appropriate (but not be limited to) an examination to indicate apparent financial strength, stability, and resources to provide the scope of services required in the RFP response. Analysis includes liquidity and working capital calculations. This may be used to disqualify a Proposer if the analysis does not indicate a going concern or if required information is not provided.
- 6.2.2 The Proposer Evaluation Team will examine each Proposer's Cost Proposal for Optional Job Classifications (Attachment 9.10) for reasonableness and consistency with the Proposer's Cost Proposal for Required Job Classifications (Attachment 9.9). Vendors judged as proposing Optional and Required Job Classification ceiling rates using consistent profit models (rather than differential pricing models) will be given preference in the final evaluation process.

#### 6.3 Contract Award Process

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the Proposer Evaluation Team for consideration.
- 6.3.2 The Proposer Evaluation Team will forward its final Contractor selection to the State of Alabama Chief Information Officer for approval and State of Alabama Director of Finance for execution of the mufti-party IT Professional Services contract.
- 6.3.3 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.4 After the evaluation of proposals and final consideration of all pertinent information available, the State of Alabama Director of Finance shall notify all Proposers of their status. The notice shall identify the apparent set of best-evaluated Proposers. The notice shall <u>not</u> create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor.
  - The RFP files shall be made available for public inspection. Exceptions to public disclosure are historic and financial information submitted in response to Sections 5.2.5.2, 5.2.5.3, 5.2.5.4, 5.2.5.5, 5.3.3.6, 5.3.3.7, 5.3.3.8, and 5.3.3.9 **that are marked "Confidential" by the Proposer** as specified in Section 3.22. If so marked, these materials will not be made public.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the set of apparent best evaluated Proposers subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposers shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section Eight of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

- 6.3.7 Contractor Registration <sup>3</sup>/<sub>4</sub> Proposers need not be registered with the state to make a proposal. However, all service providers to whom the state of Alabama makes a contract award should be registered as required by the Department of Finance prior to Contract Award.
  - If a Proposer fails to register with the state as a service provider as required by the Department of Finance within fourteen (14) calendar days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP.
- 6.3.8 If a Proposer fails to sign <u>and</u> return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) calendar days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

# 7 STANDARD CONTRACT INFORMATION

# 7.1 Contract Approval

The RFP and the contractor selection processes do <u>not</u> obligate the State and do <u>not</u> create rights, interests, or claims of entitlement in the apparent best-evaluated Proposers or any vendor. Contract award and State obligations pursuant thereto shall commence <u>only</u> after the contract is signed by the Contractor and the head of the procuring state agency <u>and</u> after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

# 7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Alabama.

# 7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

# 7.4 Contract Monitoring

Participating Contractors will be evaluated on an ongoing basis against several performance indicators, including (but not limited to): responsiveness to Statements of Work, staff placement, early turnover and rotation, total number of staff placed, and workforce diversity efforts. A Contractor failing to meet State standards in one or more metrics will first be notified and allowed a reasonable time to take corrective action. Failure to correct the identified deficiency may result in restrictive action or (if deficiencies still persist) may be used as grounds for removal of the Contractor from the Master Contract and may restrict the Contractor from competition on future IT Professional Services RFPs.

# 7.5 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

# 8 PRO FORMA CONTRACT

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

# STATE OF ALABAMA INFORMATION TECHNOLOGY SYSTEMS SERVICES

#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between					
Company 1, {an Alabama corporation or	_ State corporation registered and licensed to				
do business in Alabama}, with offices located at	Alabama;				
Company 2, {an Alabama corporation or	_ State corporation registered and licensed to				
do business in Alabama}, with offices located at	Alabama;				
Company 3, {an Alabama corporation or	_ State corporation registered and licensed to				
do business in Alabama}, with offices located at	Alabama;				
Company 4, {an Alabama corporation or	_ State corporation registered and licensed to				
do business in Alabama}, with offices located at	Alabama;				
[note: List will continue until all Approved Companies have been listed];					
(hereinafter referred to collectively as CONTRACTOR) and the ALABAMA DEPARTMENT OF					
FINANCE (hereinafter referred to as STATE).					

This AGREEMENT shall become effective on the date signed by the GOVERNOR of the STATE of ALABAMA. This AGREEMENT shall remain in effect until three years from the date of approval of the GOVERNOR of the STATE of ALABAMA, unless terminated sooner pursuant to applicable terms provided herein.

STATE and CONTRACTOR have read this AGREEMENT, including all attachments hereto, and agree to be bound by all its terms, and further agree that it constitutes the complete and exclusive statement of the AGREEMENT between them which supersedes all prior AGREEMENTS, representations, negotiations, and undertakings, if any, in connection with the subject matter covered by this AGREEMENT.

In consideration of these mutual promises, the STATE and CONTRACTOR agree as follows:

- Services CONTRACTOR agrees to provide and STATE agrees to Information Technology Professional Service Staff Augmentation as defined in the Information Technology Professional Services RFP 2003-2006.
  - A. CONTRACTOR personnel will serve as members of STATE agency project teams, and operate under STATE management. The specific roles and responsibilities of the CONTRACTOR personnel shall be as defined in the Contract, RFP, and future Statements of Work ("SOWs"); provided, however, that the STATE reserves the right to amend these roles and responsibilities, as needed, STATE will issue Statement of Work ("SOW") documents throughout the duration of this AGREEMENT to CONTRACTOR to describe specific requirements.

- B. CONTRACTOR will respond to the SOW with resumes and references for candidates that meet the requirements. CONTRACTOR will only receive a SOW for those job classifications for which a ceiling rate was proposed and accepted within the scope of this AGREEMENT.
- C. STATE will evaluate all candidates submitted by all CONTRACTORS to select the "best qualified" set of individuals. STATE will execute a Work Order ("WO") with the successful CONTRACTOR to authorize work against this AGREEMENT.
- D. STATE will request personnel as needed, in accordance with the provisions of the RFP. The CONTRACTOR agrees to make its best effort to provide personnel in the quantities requested by the STATE. The STATE will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The STATE reserves the right, throughout the life of this AGREEMENT, to refuse, for whatever reason, any individual proposed by the CONTRACTOR for a given position.
- E. The purpose of this AGREEMENT is to establish potential sources of supply for Information Technology Professional Services personnel, but it in no way obligates the STATE to use any of the CONTRACTOR's personnel. Throughout the term of the AGREEMENT, the STATE retains full control and flexibility with regard to the types, quantities, and timing of personnel usage.
- F. Each CONTRACTOR will provide the STATE with Quarterly Report Cards detailing their performance related to this AGREEMENT. The Report Card will include, in the format as set out by STATE, information such as: the response to WOs, staff placement, early turnover and rotation, total number of staff placed, and workforce diversity efforts.
- II. Knowledge Transfer and Ownership of Work Products CONTRACTOR agrees to require CONTRACTOR personnel to convey knowledge and provide on-the-job training, in the knowledge provided by CONTRACTOR under this AGREEMENT, to appropriate STATE employees prior to the termination of this AGREEMENT. CONTRACTOR agrees to require CONTRACTOR personnel to train appropriate STATE employees in the use and maintenance of any software developed during the course of this AGREEMENT.

STATE agrees to identify the appropriate STATE employees and to provide the STATE employees in a timely manner with necessary prerequisite training and with adequate on-the-job training time.

STATE shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, and/or documented for STATE under this AGREEMENT. STATE shall have royalty-free, non-exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. CONTRACTOR shall furnish such information and data upon request of STATE, in accordance with the AGREEMENT and applicable law.

III. <u>Documentation:</u> CONTRACTOR agrees to require CONTRACTOR personnel to develop and provide documentation sufficient to enable the STATE to maintain software designed and/or developed by CONTRACTOR personnel under the terms of and during the course of this AGREEMENT.

STATE agrees to make a good faith effort to schedule reasonable work hours for CONTRACTOR personnel to develop and provide documentation sufficient to enable the STATE to maintain software designed and/or developed by CONTRACTOR personnel under the terms of and during the course of this AGREEMENT.

IV. <u>Payment for services rendered by CONTRACTOR</u> - STATE agrees to pay CONTRACTOR in accordance with the following:

#### A. Rates

- 1. Attachment 1 contains Ceiling Rates for each AGREEMENT year. CONTRACTOR will propose specific WO payment rates, not to exceed the Ceiling Rates stated in Attachment 1, as part of its response to each SOW. The proposed payment rates shall be the rates in effect for a given SOW/WO (Attachment 1).
- 2. Ceiling Rates for Years 2 and 3 take effect on the anniversary of the AGREEMENT Start date.
- 3. STATE agrees to pay CONTRACTOR the Hourly WO payment rates for actual hours worked by CONTRACTOR Personnel assigned by CONTRACTOR to provide service to the STATE pursuant to any WO issued by STATE.

#### B. Work Orders

- 1. The CONTRACTOR will be notified through electronic messaging by the STATE, and will be furnished a description of work requested.
- 2. STATE and CONTRACTOR will each provide information necessary to complete the WO, and upon STATE's acceptance, STATE shall execute the WO form.
- 3. Each WO executed under this AGREEMENT shall be of the time and materials type, and each will contain a Funding Limitation that imposes obligations upon each party in accordance with the "Limitation of Charges" provision set forth in Article IV.D. below.
- 4. Aggregate Funding Limitation is the sum of the Funding Limitations on all WOs, including any increases, issued under this AGREEMENT in support of essentially the services of the same CONTRACTOR Personnel.

- 5. Time sheets shall be filled out and signed by CONTRACTOR Personnel, approved by the STATE personnel overseeing the project, and signed by STATE personnel to indicate STATE's acceptance of all work performed during the time sheet period.
- C. <u>Personnel Performance Limitations:</u> The performance of CONTRACTOR personnel will be evaluated on a regular basis by STATE. The first evaluation, at STATE's option, will occur at the end of the fifth working day. If performance at that time is deemed to be unacceptable, the individual will be terminated and the STATE will not pay for the hours worked. STATE will provide such notification to CONTRACTOR no later than the end of the 5th day of the individual's assignment.

#### D. <u>Limitation of Charges</u>

- 1. CONTRACTOR agrees to perform the work specified in any agreed upon WO in accordance with industry standards and subject to any funding limitation set forth therein.
- 2. CONTRACTOR utilization of funds will be presented to STATE via STATE's required project status reporting as well as the procedures set forth in this AGREEMENT in Article IV.G, "Invoices and Payments".
- 3. STATE is not and shall not be obligated to reimburse CONTRACTOR for charges incurred in excess of the total funding limitation set forth in the WO, and CONTRACTOR shall not be obligated to continue performance of the WO(s) or to incur charges in excess of the funding limitation until an amendment to the WO increasing such limitation is agreed to by CONTRACTOR and approved by STATE, including approval of the STATE agency issuing the WO and the STATE's contract administrator. To the extent that the funding limitation has been increased, CONTRACTOR shall perform accordingly.
- 4. STATE may make changes in the scope of work set forth in the WO. Such changes must be in writing to be effective. If any such change causes an increase or decrease in the funding limitation or causes a schedule change from that originally agreed to, an equitable adjustment shall be made in the funding limitation, or the schedule, on the WO.
- 5. In the event foreign, federal, state, or local taxes are assessed on any item delivered under any WO, then the funding limitation of the WO shall be increased by the amount of such taxes and STATE shall reimburse CONTRACTOR accordingly except for taxes based on the income of CONTRACTOR.

#### E. Project Related Expenses

1. Where travel for CONTRACTOR personnel is approved in the WO by STATE, all necessary and reasonable travel expenses incurred by CONTRACTOR personnel directly relating to any STATE project will be billed to STATE.

- 2. Travel expenses shall be paid in accordance with and not to exceed state laws and regulations governing the payment or reimbursement of expenses incurred in the service of the STATE.
- 3. Where a WO explicitly requires computer equipment and software licenses to be provided by the CONTRACTOR, the specific configuration will be detailed in the WO.
- 4. Equipment and software licenses costs incurred by the CONTRACTOR to comply with WOs will be billed to STATE as detailed in the associated WO. Disposition of the equipment at the end of the WO will be specified in the WO. Such payments will be made in accordance with state laws and regulations governing the payment or reimbursement of expenses incurred in the service of the STATE.
- F. The total amount of this AGREEMENT, fees and expenses, shall not exceed\_\_\_\_\_\_\_Million Dollars
- G. Invoices and Payments
  - For all services, fees, expense amounts, and reimbursements described in this AGREEMENT, CONTRACTOR shall prepare and submit invoices to STATE biweekly. Said invoices shall be accompanied by such supporting documents as STATE reasonably may require. STATE will pay to the CONTRACTOR the invoice amounts on "due upon receipt basis."
  - 2. All work performed by the CONTRACTOR under this AGREEMENT will be subject to the review, approval and acceptance of the STATE before the CONTRACTOR will be paid for the work.
  - 3. Payment will be subject to submission by the CONTRACTOR of such vouchers or invoices, daily progress reports and such evidence of performance that the STATE may deem necessary. Invoices shall be submitted by the CONTRACTOR to the STATE for review, approval and payment.
  - 4. Payments shall be subject to adjustment for amounts found to have been improperly invoiced.
  - 5. The CONTRACTOR will correlate and coordinate the accounting of CONTRACTOR to comply with the current audit system of the STATE. All CONTRACTOR charges will be subject to audit at any time by the STATE. The STATE shall be furnished a certified annual audit report within five (5) months after the closing of the CONTRACTOR's fiscal year.
  - 6. The acceptance by the CONTRACTOR of the final payment will constitute and operate as a release to the STATE of any and all claims all liability of or against the STATE by the CONTRACTOR, its representatives or assigns or sub-contractors for all things done, furnished or relating to the services rendered by the CONTRACTOR

- under, or in connection with, this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the STATE.
- 7. The work to be performed under this AGREEMENT shall not include any work payable to the CONTRACTOR under any other AGREEMENT(s) with the STATE in effect at the time the work is performed.
- V. <u>Insurance and Liability</u> CONTRACTOR agrees to carry and to provide certificates of the following insurance coverage during the term of the AGREEMENT:
  - A. Workmen's compensation as required by the laws of Alabama, the state in which the work is being performed.
  - A. Comprehensive general liability, public liability, professional liability and property damage insurance with bodily limits of \$300,000 per each occurrence and property damage limits of \$100,000 per each occurrence, all without expense to the STATE.
  - B. Should CONTRACTOR fail to provide continuous insurance coverage as described above, STATE may charge back against CONTRACTOR invoices the cost of obtaining similar protection as well as any claim actually paid by STATE to the extent that such claim would have been paid had the above described insurance coverage been in effect.
  - C. CONTRACTOR services hereunder shall be on a best efforts basis under STATE's supervision except as provided for in Article V, Paragraphs A and B respecting personal injury and property damage. STATE will not be liable for any direct, indirect, special, or consequential damages (including loss of profits) arising out of the performance of services by CONTRACTOR under this AGREEMENT or the use of any software products developed by CONTRACTOR during the course of its performance under this AGREEMENT.

# VI. <u>Confidentiality</u>

A. All materials or information (e.g., verbal, written or electronic) furnished by the STATE relating to STATE business functions or processes shall be considered "proprietary and confidential" by the CONTRACTOR personnel and its designees, assigns and/or subcontractors. Materials include, but are not limited to, memoranda, organization charts, official correspondence, e-mail, telephone correspondence, internet/intranet activity, studies, plans, reports, surveys, analyses, and/or projections (except such information and materials as may already be public knowledge or established to be in the public domain). CONTRACTOR personnel and its designees, assigns and/or sub-contractors shall not disclose any of such materials or information without STATE's written approval and shall not retain, but shall return such materials or information beyond the term of this AGREEMENT. Breach of confidentiality is cause for termination of this AGREEMENT as well as possible criminal prosecution as governed by the laws of the State of Alabama.

- B. Software or documentation developed by CONTRACTOR prior to this AGREEMENT or developed by CONTRACTOR outside of this AGREEMENT and used by CONTRACTOR to fulfill its obligation under this AGREEMENT will remain the exclusive property of CONTRACTOR. STATE and its employees will treat as "confidential" all software or documentation as defined above except such information as may be established to be in the public domain and shall not disclose to third parties any of the above-defined software or documentation without CONTRACTOR's prior approval.
- C. Software and documentation developed for STATE by CONTRACTOR personnel while performing services for STATE on an hourly rate basis pursuant to this AGREEMENT shall be the exclusive property of the STATE, provided that the software is not derived from software previously developed by CONTRACTOR.
- D. Upon termination or expiration of this AGREEMENT, all software, documentation, or materials belonging to CONTRACTOR or STATE shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party.

#### VII. Personnel Rotation and Status Conversion

- A. CONTRACTOR agrees not to replace any CONTRACTOR personnel during the performance of any WO without first obtaining STATE's consent.
- B. STATE may direct the immediate removal of staff of the CONTRACTOR or its designees, agents, assigns or sub-contractors from the AGREEMENT with or without replacement. CONTRACTOR shall immediately remove such individual upon notification by the STATE.
- C. If for any reason staff of CONTRACTOR or its designees, agents, assigns or subcontractors is removed from the AGREEMENT with respect to a specific WO and is replaced by other CONTRACTOR staff, the first 80 hours of work performed by the new staff will be billed to STATE at ONE-HALF the agreed upon hourly rate.
- D. The STATE shall be the sole judge of the CONTRACTOR's personnel performance. The CONTRACTOR agrees to remove and replace at STATE's discretion and at CONTRACTOR's expense, personnel judged by the STATE as not making substantial contributions to the projects to which Contractor's personnel are assigned. The CONTRACTOR agrees not to charge the STATE for services performed which the STATE designates as being unacceptable.
- E. CONTRACTOR agrees to enter into an appropriate agreement with the individuals set forth in WOs to allow those individuals to enter into discussions with STATE representatives, and to accept employment with the State of Alabama, without the risk of suit by CONTRACTOR under the terms of any covenant not to compete that CONTRACTOR may hold.

- F. Should any individual set forth in a WO to this AGREEMENT who has not accepted merit system employment with STATE, (i) resign from CONTRACTOR's employment, (ii) request re-assignment during the term of this AGREEMENT, which request CONTRACTOR honors, or (iii) be terminated from the account at the request of STATE pursuant to the provisions of Section IX (A), CONTRACTOR shall not pursue to provide replacement CONTRACTOR personnel without the prior request of STATE. In the absence of such request by STATE the applicable WO is considered terminated effective with the date of CONTRACTOR personnel departure and STATE has no liability for any unused funding limitation or period associated with such WO.
- G. During the term of this AGREEMENT, CONTRACTOR shall not solicit to hire, either directly or indirectly, any STATE personnel. For a period of twelve (12) months after the termination of this AGREEMENT, CONTRACTOR shall not solicit to hire, either directly or indirectly, any STATE personnel CONTRACTOR may have come in contact with as a result of this AGREEMENT without the written consent of STATE.

#### VIII. Termination of AGREEMENT

- B. The STATE shall have the absolute right to abandon the work or to amend its service requirements at any time and such action on its part shall in no event be deemed a breach of contract.
- C. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONTRACTOR upon an equitable basis. The value of the work performed by the CONTRACTOR prior to the termination of this AGREEMENT shall be determined as required by this AGREEMENT.
- D. CONTRACTOR Quarterly Report Cards will be reviewed by the STATE. Continued poor performance by an individual CONTRACTOR may be deemed grounds for removal of that individual CONTRACTOR from the AGREEMENT, and/or elimination of the CONTRACTOR for consideration of any future work with the STATE.
- E. All WOs executed prior to the effective date of termination of this AGREEMENT shall be completed as if this AGREEMENT were still in force and effect unless terminated in accordance with Article IX of this AGREEMENT, "Termination of Work Orders".
- F. Withdraw or termination of the AGREEMENT by one of the CONTACTORS does not terminate the AGREEMENT with the remaining CONTRACTORS.

#### IX. <u>Termination of Work Orders.</u>

- A. Any individual WO under this AGREEMENT may be terminated in whole or in part at STATE's sole discretion without reason.
- B. CONTRACTOR shall, on or before this date of termination, return to STATE all programs, reports, models and diagrams, materials, all work in process generated during

- CONTRACTOR's performance under the terminated WO and any other matters required by this AGREEMENT.
- C. The STATE shall pay for time, materials, and project related expenses within thirty (30) days of receipt of any invoice relating to the WO.

# X. <u>Independent Contractors</u>

- A. In making and performing this AGREEMENT, neither party shall make any commitments or incur any charges or expenses for or in the name of the other party or be considered the agent or employee of the other party.
- B. The CONTRACTOR, in accordance with the status of CONTRACTOR as an independent contractor, covenants and agrees that the conduct of CONTRACTOR will be consistent with such status, that CONTRACTOR will neither hold CONTRACTOR out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CONTRACTOR will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit. This paragraph also applies in like manner to the employees, subcontractors or assignees of CONTRACTOR.
- C. The CONTRACTOR shall not, without prior authorization of STATE, assign or subcontract any work or services, including staffing, related to this AGREEMENT. In the event STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONTRACTOR is hereby bound and obligated, and the CONTRACTOR agrees to so bind any party or parties to which the work or interests of CONTRACTOR are so assigned, sublet, or transferred. This AGREEMENT shall be binding upon the successors and assigns of the respective parties hereto. Any exceptions must be approved by the STATE prior to the commencement of work.
- D. CONTRACTOR acknowledges that Contract Personnel are not entitled to any benefit, compensation, or allowance provided for merit system employees of the State of Alabama.
- XI. <u>Inspection</u> All work under a WO shall be subject to inspection by STATE at any reasonable time and place. Any inspection by STATE shall be performed in such a manner so as not to unduly delay the work.
- XII. Forced Work Stoppage Neither party shall be liable for any failure to perform its obligations under this AGREEMENT if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.

XIV. <u>Assignments</u> - Neither party to this AGREEMENT shall assign its rights, duties, or obligations under this AGREEMENT or any WO without prior written consent of the other party. A presumption of reasonableness shall attach to any assignment or assignments by CONTRACTOR of any of rights hereunder that provide for the continued availability to STATE of any of the individuals set forth in WO or any replacements, as set forth at Section VII.

#### XV. General

- A. Both parties agree that, except as may be required by applicable law or regulation, they shall not use in advertising, publicity, or otherwise, any information concerning this AGREEMENT or disclose the terms and conditions of this AGREEMENT without the prior written consent of the other party.
- B. This AGREEMENT shall be governed by the laws of the State of Alabama or any applicable Federal regulation.
- C. Each paragraph and provision is severable from the AGREEMENT, and if one or more provision(s) or part(s) is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
- D. This AGREEMENT is subject to its terms and conditions and any exhibits which may be appended. CONTRACTOR's WO form is incorporated in this AGREEMENT by reference with the same effect as if it had been reproduced herein in its entirety.
- E. It is expressly agreed that this AGREEMENT embodies the entire understanding of the parties in relation to its subject matter, and that no other AGREEMENT or understanding, oral or otherwise, relative to its subject matter exists between the parties at the time of execution of this AGREEMENT.
- F. Titles and section headings used in this AGREEMENT are for the convenience of the parties and shall not have any bearing on the proper interpretation of the AGREEMENT's terms and conditions.
- G. CONTRACTOR does hereby certify that CONTRACTOR has no financial or other interest in the outcome of the work proposed under this AGREEMENT.
- H. CONTRACTOR shall comply with the provisions of the labor law and state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this AGREEMENT, and procure all necessary licenses and permits.
- I. CONTRACTOR warrants that CONTRACTOR has not employed or retained any company or person, other that a bona fide employee working solely for the CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other that a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making this AGREEMENT. For breach of violation of this warranty the STATE shall have the right to annul this AGREEMENT without liability or

at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

J. All reports, studies, or any other documents of any nature whatsoever prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to the STATE for inspection and review at a reasonable time(s) and place(s) as designated by the STATE. Provision of all reports, studies, or any other documents of any nature whatsoever to the STATE shall not in any way relieve the CONTRACTOR of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Instructions, suggestions, modifications, or comments communicated by the STATE regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONTRACTOR does not relieve CONTRACTOR of its duties or responsibilities or quality thereof for any and all aspects of work under this AGREEMENT. CONTRACTOR shall confirm in writing receipt of any such communication.

Acceptance by the STATE of any work performed by CONTRACTOR shall not relieve CONTRACTOR of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse.

- K. It is agreed that the CONTRACTOR and the subcontractors of CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this work and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment of funds under the AGREEMENT, for inspection by the STATE and copies thereof shall be furnished if requested.
- L. The CONTRACTOR specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred the STATE beyond the money available for this purpose.
- XVI. Nondiscrimination The CONTRACTOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this AGREEMENT or in the employment practices of the CONTRACTOR on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Alabama, or statutory law.
- XVII. Diversity Plan The CONTRACTOR specifically agrees that it take appropriate action to develop a comprehensive and integrated approach to promoting diversity across their business operations, particularly in the staff placed with the State. The CONTRACTOR, within 90 days after award of the contract, must submit a company diversity plan and the plan must be updated annually thereafter. Compliance with and performance against the plans will be assessed as part of the contractor's performance report card. Each diversity plan must address the contractor's approach for promoting diversity through: its workforce; educational outreach; community involvement and outreach; and subcontracting.

The Contractor's diversity plan must detail programs the contractor has already provided, or which it intends to provide, which will give all employees an opportunity to improve their IT employment skills and opportunities with particular attention to those areas where individuals may require focused training because of educational or skill gaps linked to economic status. This could include educational assistance allowances and provision for IT-related training programs for

contract employees. A plan may also discuss Contractor support of IT programs at state Universities.

Each diversity plan must discuss contractor's policies and plans, either in place or under development to meet the goals of the State, for actively and vigorously recruiting and retaining qualified minority and female candidates for the IT positions to be filled under this contract.

- XVIII. Other Agreements It is agreed that this AGREEMENT is subject to renegotiation to comply with the requirements of any applicable federal or state law or regulation.
- XIX. In the event funds are not available to the STATE from funds appropriated to STATE by the Legislature of the State of Alabama, or from other sources, to make any payments due during the initial term or any renewal term of this AGREEMENT, the STATE shall have the option to terminate this AGREEMENT. In the event STATE exercises its option to terminate given under this paragraph, or under Articles VIII. or XIX. in this AGREEMENT, there shall be no obligation on STATE to pay any further payments due hereunder and this AGREEMENT shall become null and void upon the mailing of the notice of termination. No right of action or damage shall therefore accrue to the benefit of CONTRACTOR, its successors or assigns for further payments. There shall also be no acceleration of any further payment due hereunder or other like obligation of STATE by reason of the termination of this AGREEMENT, nor shall there be any penalties assessed against STATE therefore.
- XX. Notwithstanding any provision of this AGREEMENT to the contrary, in the event of failure of STATE to make any payment hereunder as a result of the unavailability of sufficient funds because of the proration of appropriated funds pursuant to Section 41-4-90, Code of Alabama 1975, then STATE shall have the option of terminating this AGREEMENT by mailing notice thereof and such termination shall become effective on the date set forth in the notic e and shall have the same results or effects as a termination accomplished pursuant to Article XVIII above.
- XXI. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, of the Constitution of Alabama, 1901, as amended by Amendment No. XXVI. It is further agreed that, if any provision of this AGREEMENT shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of this AGREEMENT be enacted, then that conflicting provision in the AGREEMENT shall be deemed null and void. The CONTRACTOR's sole remedy for the settlement of any and all disputes arising under the terms of this AGREEMENT shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this AGREEMENT, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administration hearings or where appropriate, private mediators.

XXI. The CONTRACTOR acknowledges and understands that this AGREEMENT is not effective until it has received all requisite state government approvals and the CONTRACTOR shall not begin performing work under this AGREEMENT until notified to do so by the STATE. The CONTRACTOR is entitled to no compensation for work performed prior to the effective date of the AGREEMENT.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

ATTEST:			
[Company1] address		[Company 2] address	
By:	Date:	Ву:	Date:
[Company 3] address		[Company 4] address	
By:	Date:	Ву:	Date:
[Company "n"] address			
By:	Date:		
APPROVED AS TO FOR	M:	APPROVED FOR	CONTENT:
By: Lee Miller, Legal Counsel	Date:	By: Paul Wharton, CIO	Date:
By: Drayton Nabers, Director			
The within and foregoing i	nstrument is here	eby approved on this	Day of, 200
		Bob Riley	-
	COVEDN	OD STATE OF ALABAMA	

# CONTRACT ATTACHMENT A

# **RATES**

# REQUIRED JOB CLASSIFICATIONS

	CEILING RATES PER HOUR		
REQUIRED JOB CLASSIFICATIONS	YEAR 1	YEAR 2	YEAR 3
Team Lead/Systems Analyst			
Senior Programmer Analyst - Mainframe			
Programmer Analyst – Mainframe			
Senior Programmer Analyst – Client Server/Web			
Programmer Analyst – Client Server/Web			
Senior Programmer Analyst – PowerBuilder			
Programmer Analyst – PowerBuilder			
Database Administrator			
Quality Assurance Technical Analyst			
Process Analyst			
Functional Analyst			
Network Engineer			
Network Administrator			

# RATES OPTIONAL JOB CLASSIFICATIONS

OPTIONAL JOB CLASSIFICATIONS	CEILING RATES PER HOUR		
OPTIONAL JOB CLASSIFICATIONS	YEAR 1	YEAR 2	YEAR 3
Project Manager			
PowerBuilder Specialist			
Programmer			
Quality Assurance Test Engineer, SME			
Quality Assurance Team Lead			
Change Control Analyst			
Senior Systems Engineer			
Software Engineer			
Security Administrator			
RACF Administrator			
System Support Specialist			
Asset Management Specialist			
Network Technician			
Telecommunications Specialist			
Help Desk Technician			
Application System Specialist			
Technical Writer/Curriculum Developer			
Training Specialist, Microsoft			
Training Specialist, Systems			
Program Manager			
Administrative Aide			
Internet Infrastructure Engineer			
IMS Systems Programmer			
IT Security Manager			
Federal Program Specialist			

# 9 ATTACHMENTS

9.1	PROPOSAL COMPLIANCE CHECKLIST
9.2	CERTIFICATION OF COMPLIANCE
9.3	DOMAIN EXPERIENCE PROFILE FORMAT
9.4	STAFF AVAILABILITY PROFILE FORMAT FOR REQUIRED JOB CLASSIFICATIONS
9.5	STAFF AVAILABILITY PROFILE FORMAT FOR OPTIONALLY BID JOB CLASSIFICATIONS
9.6	STAFF AND CONTRACT MAINTENANCE PROFILE FORMAT
9.7	SUBCONTRACTOR RELATIONSHIPS
9.8	FINANCIAL RESOURCES PROFILE FORMAT
9.9	COST PROPOSAL FORMAT FOR REQUIRED JOB CLASSIFICATIONS
9.10	COST PROPOSAL FORMAT FOR OPTIONALLY BID JOB CLASSIFICATIONS
9.11	PROPOSER QUALIFICATIONS EVALUATION FORMAT
9.12	COST PROPOSAL EVALUATION FORMAT
9.13	PROPOSAL SCORE SUMMARY MATRIX
9.14	JOB CLASSIFICATIONS
9.15	STATE AGENCY INFORMATION TECHNOLOGY ARCHITECTURES
9.16	ALABAMA VENDOR DISCLOSURE FORM
9.17	ALABAMA COMPUTER ACCESS SECURITY, PRIVACY, AND CODE OF CONDUCT
9.18	SOW PROCESS OVERVIEW
9.19	DRAFT STATEMENT OF WORK (SOW)
9.20	DRAFT WORK ORDER

#### 9.1 PROPOSAL COMPLIANCE CHECKLIST

NOTICE TO PROPOSER:				
It is highly encouraged that the following checklist be used to verify completeness of Proposal content.				
Proposer Name				
RFP Coordinator	Review Date			

Proposals for which ALL applicable items are marked by the RFP Coordinator are determined to be compliant for responsive

proposals.

The Proposal Evaluation Team must review any applicable items that are <u>not</u> marked to determine if:

- · the proposal sufficiently meets basic requirements;
- the State shall request clarification(s) or correction(s); or,
- the State shall deem the proposal non-responsive and reject it.

The Proposal Evaluation Team must attach a written determination for each applicable item that is <u>NOT</u> marked.

⊠ IF CORRECT	BASIC PROPOSAL REQUIREMENTS		
	Physical Format and Section Content conforms to Requirements		
	2. Proposer Qualifications, Financial History, and Cost Proposal received on time at correct location.		
	3. Proposer Qualifications, Financial History, and Cost Proposal packaged separately and marked as required.		
	4. Required number of Proposer Qualification copies received.		
	5. Required number of Financial History copies received.		
	6. Required number of Cost Proposals copies received.		
	7. Cost Proposal and Financial Resources Profile submitted on a properly labeled CD or diskette.		
	8. Proposal written in English.		
	<ol> <li>The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.</li> </ol>		
	10. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with SSN or Tax ID Number)		
	The Proposal Transmittal Letter details the complete name of the individual, mailing address, email address, and telephone number of the Proposer's contact staff member.		
	12. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest.		
	13. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the RFP and any contract awarded thereunder.		

14. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the <i>proforma</i> contract.
15. The Proposal includes a completed Certification of Compliance (Attachment 9.2).
16. The Proposal provides a brief statement of Proposer's credentials to deliver the services sought under this RFP (with requisite information in specified format and order)
17. The Proposal provides a statement regarding disqualification from competition for government contracts because of state or federal ethical violations or unsatisfactory performance on contracts.
18. The Proposal includes the firm's Litigation History including felonies, pending litigation, and bankruptcy.
19. The Proposal includes a list of all State of Alabama contracts over the last 3 years (with all identifying information in specified format and order).
<ol> <li>The Proposal includes 3 client references, reference contact information, brief description of services provided, and number of staff deployed.</li> </ol>
21. The Proposal includes a Domain Experience Profile using the format provided by Attachment 9.3.
22. The Proposal includes an Organizational Chart highlighting key assigned personnel.
23. The Proposal includes a Staff Availability Profile for Required Job Classifications using the format provided in Attachment 9.4.
24. The Proposal includes a Staff Availability Profile for Optionally Bid Job Classifications using the format provided by Attachment 9.5.
25. The Proposal includes a Staff and Contract Maintenance Profile, completed for the firm's 3 most recent fiscal years, using the format provided in Attachment 9.6.
<ul> <li>26. The Proposal includes:</li> <li>1) current bank reference as required and</li> <li>2) positive credit rating by an accredited credit bureau or two credit references, as required.</li> </ul>
27. The Proposal attaches a valid certificate of insurance as required in Section V of the <i>pro forma</i> contract.
28. The Proposal attaches a statement of currency of Federal Income Taxes
<ul> <li>29. One of the following two conditions apply:</li> <li>1) The Proposal attaches a statement of currency of State Income Tax, Payroll taxes, and Sales Tax; or</li> <li>2) The Proposer does not currently operate in the State of Alabama.</li> </ul>
30. The Proposal includes required supporting documentation of financial resources (independently audited financial statement if available <b>or</b> 3 most recent federal income tax statements), as required
31. The Proposal includes Attachment 9.8, Financial Resources Profile, in the prescribed physical and electronic formats.
32. The Proposal documents whether and to what extent there is a positive cash flow from operating activities for the Proposer's current operating period.
33. The Proposal includes Attachment 9.9, the Cost Proposal for Required Job Classifications, with <b>each position</b> having a quoted ceiling rate for each of the 3 contract years, in the prescribed physical and electronic formats.
34. The Proposal includes Attachment 9.10, the Cost Proposal for Optionally Bid Job Classifications in the prescribed physical and electronic formats. If bid is submitted for an Optional Job Classification, a ceiling rate is proposed for each of the 3 contract years.

 $NOTE: In \ addition \ to \ the \ items \ on \ the \ checklist, \ the \ Proposal \ Evaluation \ Team \ will \ also \ evaluate \ compliance \ with \ other \ proposal \ requirements \ including, \ but \ not \ limited \ to:$ 

- alternate proposal submissions (only 1 proposal is allowed from each Proposer);
- $\bullet \quad proposals \ shall \ NOT \ restrict \ the \ rights \ of \ the \ State \ or \ other \ qualification \ of \ the \ proposal; \ and,$
- NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other Proposal requirements.

#### 9.2 CERTIFICATION OF COMPLIANCE

#### Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- 1. the laws of the State of Alabama;
- 2. Title VI of the Civil Rights Act of 1964;
- 3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- 4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- 5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
- 6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP;
- 7. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
- 8. the condition that if selected comprehensive general liability and property damage insurance will be provided with bodily limits of \$300,000 per each occurrence;
- 9. The State of Alabama Vendor Disclosure form (Attachment 9.16); and
- 10. The Alabama Computer Access, Security, Privacy, and Code of Conduct (Attachment 9.17).

Proposer Organization Name, Authorized Signature, Title, and Date

#### 9.3 DOMAIN EXPERIENCE PROFILE

Proposer Name	
Total Number of Current Professional Staff:	
Domain	Number of current Professional Staff with experience in domain <sup>1</sup>
Economic Development	
Education	
Human Services (Child Welfare, Child Support, Welfare Reform, etc.)	
Judicial Affairs	
Public Health	
Public Safety	
Rehabilitative Services	
Senior Services	
Transportation	

<sup>&</sup>lt;sup>1</sup> Include currently employed staff that are now assigned to projects or available for assignment and have specific experience within the noted domain, either in the State of Alabama, other states, or the US Federal government. Experience may be in any functional area, and is not limited to information technology. Do not artificially inflate these counts. Do not include in these counts individuals that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship.

#### 9.4 STAFF AVAILABILITY PROFILE FOR REQUIRED JOB CLASSIFICATIONS

Proposer Name	
Troposer Name	
T . IN 1 CO . D C : 10, CC	
Total Number of Current Professional Staff:	

	Number of Qualified Professional		ofessional Staff <sup>2</sup>	
	Required Job Classification	Currently Assigned	Available Now for Assignmen t	Avail. w/in 30 days of start date
1	Team Lead/Systems Analyst			
2	Senior Programmer Analyst, Mainframe			
3	Programmer Analyst, Mainframe			
4	Senior Programmer Analyst, Client/Server / Web			
5	Programmer Analyst, Client/Server / Web			
6	Senior Programmer Analyst, PowerBuilder			
7	Programmer Analyst, PowerBuilder			
8	Database Administrator			
9	Quality Assurance Technical Analyst			
10	Process Analyst			
11	Functional Analyst			
12	Network Engineer		_	
13	Network Administrator			

 $<sup>^2</sup>$  Leave no Required Job Classification staff availability count blank. Insert "0" if no professional staff fall into a requested category.

Do not artificially inflate these counts. Do not include in these counts individuals that are under-qualified, would not likely accept a position within a job classification or those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship.

#### 9.5 STAFF AVAILABILITY PROFILE FOR OPTIONALLY BID JOB CLASSIFICATIONS

Proposer Name
Total Number of Current Professional Staff:

			If Bid Submitted, Number of Qualified Professional Staff <sup>3</sup>		
	Optional Job Classification	Bid Submitted (Y/N)	Currently Assigned	Available Now for Assignment	Avail. w/in 30 days of start date
1	Project Manager				
2	PowerBuilder Specialist				
3	Programmer				
4	Quality Assurance Test Engineer, SME				
5	Quality Assurance Team Lead				
6	Change Control Analyst				
7	Senior Systems Engineer				
8	Software Engineer				
9	Security Administrator				
10	RACF Administrator				
11	System Support Specialist, Mainframe				
12	Asset Management Specialist				
13	Network Technician				
14	Telecommunications Specialist				
15	Help Desk Technician				
16	Application System Specialist				
17	Technical Writer/Curriculum Developer				
18	Training Specialist, Microsoft				
19	Training Specialist, Systems				
20	Technology Specialist				
21	Program Manager				
22	Administrative Aide				
23	Internet Infrastructure Engineer				
24	IMS Systems Programmer				
25	IT Security Manager				

<sup>&</sup>lt;sup>3</sup> If no Cost Proposal ceiling rate is submitted for an optional job classification, leave the associated professional staff counts blank.

Do not artificially inflate these counts. Do not include in these counts individuals that are under-qualified, would not likely accept a position within a job classification or those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship.

26	Federal Program Specialist		

# 9.6 STAFF AND CONTRACT MAINTENANCE PROFILE

Proposer Name

	Required Form	Year 1	Year 2	Year 3 (Most recently completed FY)
Training Budget / Professional Staff member	Total training dollars / Total # of prof. staff			
Turnover rate among Professional Staff (voluntary and involuntary)	# hired to replace prof. staff departures / Total # of prof. staff			
Fringe Benefits Paid Professional Staff (as % of hourly rate)	Average hourly cost of fringe benefits / Average hourly rate paid			
% of Professional Staff categorized as contractors	# of prof. staff classified as contactors / Total # of prof. staff			
% of Professional Staff categorized as employees	No. of prof. Staff classified as employees / Total # of prof. staff			
Number of Professional Staff members removed from client work for: failure to perform, vendor assignment rotation, or employee resignation.	# of professional staff removed in designated FY			

# 9.7 SUBCONTRACTOR RELATIONSHIPS

Subcontractor Name <sup>4</sup>	Address	Contact Name, Phone number, e-mail address	Percent of Attachment 9.4 Staff Provided

 $<sup>^4</sup>$  Any subcontractor whose employees or individual contractors are included in Attachment 9.4 or 9.5 must be included in this table.

#### 9.8 FINANCIAL RESOURCES PROFILE

Proposer Organization Name, Authorized Signature, Title, and Date

Complete the Following Table from the Independently Audited Financial Statement (if available) or Tax Returns (if no Independently Audited Financial Statements are available). Attach the source documents to this sheet.

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT	FINANCIAL STMT OR TAX RETURN REFERENCE PAGE
1) CASH		
2) MARKETABLE SECURITIES		
3) ACCOUNTS RECIEVABLE		
4) INVENTORY (cash value of inventories)		
5) OTHER CURRENT ASSETS:		
6) TOTAL CURRENT ASSETS: (add lines 1 though 5)		
7) FIXED ASSETS (plant and equipment less depreciation)		
8) ACCOUNTS PAYABLE		
9) SHORT-TERM NOTES PAYABLE		
10) CURRENT MATURITIES OF LONG-TERM DEBT		
11) ACCRUED INCOME TAXES		
12) OTHER ACCRUED EXPENSES & WAGES:		
13) TOTAL CURRENT LIABILITIES: (add lines 8 though 12)		
14) LONG-TERM DEBT		
15) RETAINED EARNINGS		

If an amount is zero, enter zero. Do not leave a cell blank.

<sup>&</sup>lt;sup>5</sup> References to independently audited financial statement or tax forms pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced page.

This Financial Resources Profile must be submitted in both hard copy and electronic forms. See the RFP web site for the corresponding Excel spreadsheet template, Financial Resources Profile Format.xls.

#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.9 COST PROPOSAL FORMAT FOR REQUIRED JOB CLASSIFICATIONS

#### **NOTICE TO PROPOSER:**

The Cost Proposal for Required Job Classifications must be submitted in both paper and electronic form. The electronic Cost Proposal must be contained in an Excel Workbook named "Proposer\_Name Cost Proposal.xls" using the exact format as provided in the template "Cost Proposal Format.xls".

The Rates supplied will be used to score this Cost Proposal. Specific amounts must be recorded for each of the three years for all Required Job Descriptions. Proposers are encouraged to submit rates for Optional Job Positions.

Once a contract is entered into by a successful Proposer, the Proposer will only be allowed to respond to Statement of Work for those Optional Job Positions for which they have bid. In no case will a Vendor be allowed to submit a rate above a bid amount that is specified for a given year. The said bid amounts must incorporate all cost for the proposed scope of services for the total contract period (including all direct and indirect labor charges, overhead, and profit, but exclude travel, and equipment charges that may be specified in Statement of Work postings.)

The Cost Proposal shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

The Proposer must sign and date the Cost Proposal.

Proposer	Name
----------	------

The Proposer shall indicate below the offered price for providing all services proposed as Required Job Classifications as defined in Section I of the *pro forma* contract of the subject RFP.

For State	Use	Only

#	Required to Submit Bids Job Classifications	Year	Weighting Factor	Cost Factor	Ceiling Rate
1	Team Lead/Systems Analyst	Yr. 1	9		
		Yr. 2	9		
		Yr. 3	9		
2	Senior Programmer Analyst – Mainframe	Yr. 1	6		
		Yr. 2	6		
		Yr. 3	6		
3	Programmer Analyst-Mainframe	Yr. 1	11		
		Yr. 2	11		
		Yr. 3	11		
4	Senior Programmer Analyst -Client Server/Web	Yr. 1	11		
		Yr. 2	11		
		Yr. 3	11		
5	Programmer Analyst-Client Server/Web	Yr. 1	10		
		Yr. 2	10		
		Yr. 3	10		

6	Senior Programmer Analyst – PowerBuilder	Yr. 1	6	
		Yr. 2	6	
		Yr. 3	6	

Note: Additional Required Job Classifications and <u>required signature</u> on next page.

#	Required to Submit Bids Job Classifications	Year	Weighting Factor	Cost Factor	Ceiling Rate
7	Programmer Analyst – PowerBuilder	Yr. 1	3		
		Yr. 2	3		
		Yr. 3	3		
8	Database Administrator	Yr. 1	5		
		Yr. 2	5		
		Yr. 3	5		
9	Quality Assurance Technical Analyst	Yr. 1	6		
		Yr. 2	6		
		Yr. 3	6		
10	Process Analyst	Yr. 1	3		
		Yr. 2	3		
		Yr. 3	3		
11	Functional Analyst	Yr. 1	4		
		Yr. 2	4		
		Yr. 3	4		
12	Network Engineer	Yr. 1	8		
		Yr. 2	8		
		Yr. 3	8		
13	Network Administrator	Yr. 1	4		
		Yr. 2	4		
		Yr. 3	4		
	Т	OTAL COST FAC	CTOR		

The proposed bid contained herein and the submitted Proposer Qualifications associated with this bid shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal submission deadline and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Organization Name , Authorized Signature , Title, and Date  $\,$ 

#### 9.10 COST PROPOSAL FORMAT FOR OPTIONALLY BID JOB CLASSIFICATIONS

#### NOTICE TO PROPOSER:

The Cost Proposal for Optionally Bid Job Classifications must be submitted in both paper and electronic form. The electronic Cost Proposal must be contained in an Excel Workbook named "Proposer\_Name Cost Proposal.xls" using the exact format as provided in the template "Cost Proposal Format.xls".

The Optional Bid Rates will NOT be used to score this Cost Proposal; however, Proposers are encouraged to submit rates for Optional Job Positions. Proposers should verify that Attachment 9.5 Staff Availability Profile for Optionally Bid Job Classifications accurately depicts the optional positions being bid.

Once a contract is entered into by a successful Proposer, the Proposer will only be allowed to respond to Statements of Work for those Optional Job Classifications for which they have bid. In no case will a Vendor be allowed to submit a rate above a ceiling rate that is specified for a given year. The said bid amounts must incorporate all cost for the proposed scope of services for the total contract period (including all direct and indirect labor charges, overhead, and profit, but exclude travel, and equipment charges that may be specified in Statement of Work posting.

The Cost Proposal shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

The Proposer must sign and date the Cost Proposal..

#### Proposer Name

The Proposer shall indicate below the ceiling hourly rate offered for providing all services proposed for Optional Job Classifications as defined in Section I of the *pro forma* contract of the subject RFP. This table is on multiple pages. Please continue until you reach the signature page. The Proposer must sign and date the Cost Proposal.

#	Job Classifications for which Bid Rates are Optional	Year	Ceiling Rate
1	Project Manager	Yr. 1	
		Yr. 2	
		Yr. 3	
2	PowerBuilder Specialist	Yr. 1	
		Yr. 2	
		Yr. 3	
3	Programmer	Yr. 1	
		Yr. 2	
		Yr. 3	
4	Quality Assurance Test Engineer, SME	Yr. 1	
		Yr. 2	
		Yr. 3	
5	Quality Assurance Team Lead	Yr. 1	
		Yr. 2	
		Yr. 3	
6	Change Control Analyst	Yr. 1	
		Yr. 2	
7		Yr. 3	
	Senior Systems Engineer	Yr. 1	
		Yr. 2	

		Yr. 3	
8	Software Engineer	Yr. 1	
		Yr. 2	
		Yr. 3	

#	Job Classifications for which Bid Rates are Optional	Year	Ceiling Rate
9	Security Administrator	Yr. 1	
		Yr. 2	
		Yr. 3	
10	RACF Administrator	Yr. 1	
		Yr. 2	
		Yr. 3	
11	System Support Specialist, Mainframe	Yr. 1	
		Yr. 2	
		Yr. 3	
12	Asset Management Specialist	Yr. 1	
		Yr. 2	
		Yr. 3	
13	Network Technician	Yr. 1	
		Yr. 2	
		Yr. 3	
14	Telecommunication Specialist	Yr. 1	
		Yr. 2	
		Yr. 3	
15	Help Desk Technician	Yr. 1	
		Yr. 2	
		Yr. 3	
16	Application System Specialist	Yr. 1	
		Yr. 2	
		Yr. 3	
17	Technical Writer/Curriculum Developer	Yr. 1	
		Yr. 2	
		Yr. 3	
18	Training Specialist, Microsoft	Yr. 1	
		Yr. 2	
		Yr. 3	
19	Training Specialist, Systems	Yr. 1	
		Yr. 2	
		Yr. 3	
20	Technology Specialist	Yr. 1	
		Yr. 2	
		Yr. 3	
21	Internet Infrastructure Engineer	Yr. 1	
		Yr. 2	
		Yr. 3	
22	IMS Systems Programmer	Yr. 1	
		Yr. 2	
		Yr. 3	
23	IT Security Manager	Yr. 1	
	1	Yr. 2	
		Yr. 3	
24	Program Manager	Yr. 1	
		Yr. 2	
		Yr. 3	

#	Job Classifications for which Bid Rates are Optional	Year	Ceiling Rate	
25	Administrative Aide	Yr. 1		
		Yr. 2		
		Yr. 3		
26	Federal Program Specialist	Yr. 1		
		Yr. 2		
		Yr. 3		
	Ratio of Optional to Required Ceiling Rates			

The proposed bid rates contained herein and the submitted Proposer Qualifications associated with this bid shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal submission deadline and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Organization Name, Authorized Signature, Title, and Date

#### 9.11 PROPOSER QUALIFICATIONS EVALUATION FORMAT

#### **GENERAL INFORMATION**

The Proposer Qualifications Evaluation is divided into the following sections and subsections:

Section	Possible Score		
Experience	35		
Staff and Contract Maintenance	15		

#### **Proposer Qualifications Evaluation Process**

Each criteria (comprised of one or more proposal paragraphs) will be given a point score from zero (0) to five (5) by the evaluator. The responses will be scored as follows:

- 0 -- No value
- 1 -- Poor
- 2 -- Below average
- 3 -- Average
- 4 -- Above average
- 5 -- Excellent

This score will then be multiplied by the question's weight as specified in this Attachment to yield the "Weighted Score." All scores and weights will be positive whole numbers. Weighted Scores will be summed within each section to yield the "Total Raw Weighted Score" for that section.

Each section will have a "Possible Raw Weighted Score," which would be the number of points attained, after the weighting, if the Proposer achieved a perfect score on every question. This Possible Raw Weighted Score will be stated at the end of the section.

After all sections for a given Proposer have been scored, the Total Raw Weighted Scores and the Possible Raw Weighted Scores will be used in the formulae that appear on the Proposer Qualifications Evaluation Summary Score Sheet. The products of these equations will be entered into the Proposal Score Summary Matrix, Attachment 9.13.

The remaining sections are the evaluation criteria in score sheet format.

Note: Some proposal paragraphs are not explicitly included in proposal score calculation. Such paragraphs are evaluated by the Proposer Evaluation Team, and may be used to disqualify a Proposer if the required information is not provided or fails to portray the Proposer as a qualified Contractor. Any Proposal which does not indicate a going concern, ethical and lawful business practices and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

# PROPOSER QUALIFICATIONS SCORE SHEETS

Proposer Name		
Evaluator	Review Date	

Para./Ref.	Rate the Following:	Awarded Score	Max. Score
PROPOSER :	EXPERIENCE		
5.2.4.1	2.4.1 Client References:		
5.2.4.2	<ol> <li>Contractual relationships with the State of Alabama. (State contract contacts may be used as Client Reference data points).</li> <li>Three representative clients provided by the Proposer as</li> </ol>		
	references.		
5.2.4.3	Domain Experience Profile (Attachment 9.3)		5
A	PROPOSER EXPERIENCETOTAL SCORE		35
<b>CONTRACT</b> 5.2.5.2	AND STAFF MAINTENANCE		
3.2.3.2			6
	Staff Availability Profile for Required Job Classifications		6
5.2.5.3			6
	Staff Availability Profile for Required Job Classifications (Attachment 9.4) Staff Availability Profile for Optionally Bid Job Classifications		
5.2.5.4	Staff Availability Profile for Required Job Classifications (Attachment 9.4) Staff Availability Profile for Optionally Bid Job Classifications (Attachment 9.5) Staff and Contract Management Profile		3
5.2.5.3 5.2.5.4 5.2.5.5 <b>B</b>	Staff Availability Profile for Required Job Classifications (Attachment 9.4)  Staff Availability Profile for Optionally Bid Job Classifications (Attachment 9.5)  Staff and Contract Management Profile (Attachment 9.6)		3

# 9.12 COST PROPOSAL EVALUATION FORMAT

Prop	poser Name			
RFF	RFP Coordinator Review Date			
	RFP Coordinator shall use the Total Cost Factor calculated on Attachment 9.9 (Cost Proposal Focost evaluation.	rmat) to complete		
	er ''Total Cost Factor '' for this Proposal  Attachment 9.9 Cost Proposal For Required Job Classifications:			
The RFP Coordinator shall use the following matrix to calculate the <b>SCORE</b> for the subject cost proposal (calculations shall result in numbers rounded to two decimal places). The matrix represents the formula:  Lowest "Total Cost Factor" from all Proposals  The "Total Factored Cost" for this Proposal				
1	Lowest "Total Factored Cost" from <u>all</u> proposals:			
2	The "Total Factored Cost" for this proposal:			
3	The amount calculated by dividing the amount in row one (1) by the amount in row two (2) above:			
4	The maximum number of points that shall be awarded for the Cost Proposal category:	45		
5	The product calculated by multiplying the amount in row three above times the number in row four above:			
	THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE			

# 9.13 PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator Compilation Date

	[PROPOS	SER NAME]	[PROPOSER NAME]		[PROPOSER NAME]	
EXPERIENCE (Max. 35 Points)	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
EXPERIENCE AVERAGE:		AVG		AVG		AVG
STAFF & CONTRACT MAINTENANCE (Max. 15 Points)	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
	[Evaluators Name]	Score	[Evaluators Name]	Score	[Evaluators Name]	Score
STAFF AND CONTRACT MAINTENANCE AVERAGE:		AVG		AVG		AVG
PROPOSER QUALIFICATIONS SCORE (Max. 50 Points):		Qualif. Score		Qualif. Score		Qualif. Score
COST PROPOSAL SCORE (Max. 45 Points):		Cost Score		Cost Score		Cost Score
ALABAMA OR MINORITY BUSINESS SCORE (5 Points):		AL/Minority Score		AL/Minority Score		AL/Minority Score
PROPOSAL SCORE (Maximum 100 Points) TOTAL SCORE:		Proposal Score		Proposal Score		Proposal Score

Note: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

#### 9.14 JOB CLASSIFICATIONS

#### REQUIRED JOB CLASSIFICATIONS

#### 1. Team Lead/Systems Analyst (DOT, DHR, AOC)

Performs complex analysis and design to develop large application systems. Develops team plans and testing schedules. Schedules and conducts regular team status meetings. Distributes work to team members. Coordinates activities between end-user/functional personnel and the development staff to ensure system integrity. Supervises and manages less experienced staff. May be required to have specialized knowledge of one or more major modules of a large development project to lead the activities of the team responsible for those modules. Reviews system documentation including program specifications, impact analyses, detail designs, and implementation plans. Reviews testing procedures and results of modifications and enhancements to ensure program integrity. Leads efforts to debug and resolve production problems. Must ensure system development processes and standards as defined by the host agency are followed. Must be able to effectively communicate in English both orally and in writing.

Technical knowledge required for this position will vary depending on agency IT Architecture but may include any of the following: IBM Mainframe, Client/Server, Web-based technologies, etc.

Requires a **minimum** of 5 years of current experience in this job class.

#### 2. Senior Programmer Analyst, Mainframe (DHR, DOT, DPS)

Performs complex analysis, design and programming to develop mainframe application systems. Works with functional personnel to understand and document business requirements. May be required to have specialized knowledge of one or more major modules of a large development project and to serve as the lead analyst for those modules. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. Develops production batch schedules and jobs using JCL and automated scheduling tools. Must follow system development processes and standards as defined by the host agency. Must provide mentoring to intermediate and junior level programmers. Must be proficient in COBOL II, CICS and JCL. Other technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: DB2, TELON, TSO, ROSCOE, Smart Scheduler, CA-7, etc.

Requires a **minimum** of 3 years of current experience in this job class.

#### 3. Programmer Analyst, Mainframe (DOT, DHR, AOC)

Performs complex analysis, design and programming to develop mainframe application systems. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. Must follow system development processes and standards as defined by the host agency. May be required to mentor junior level programmers. Must be proficient in COBOL II, CICS and JCL. Other technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: DB2, TELON, TSO, ROSCOE, Smart Scheduler, CA-7, etc.

Requires a **minimum** of 4 years of current experience in this job class.

## 4. Senior Programmer Analyst, Client/Server, Web (DOT, DHR, DPS, DSS, DPH, AOC, EDU, ISD, ADECA)

Performs complex analysis, design and programming to develop Client Server and/or Web enabled applications. May create, design, test and maintain web sites, pages and web applications. May be required to create vector and bitmapped based graphics for web and printed documents. Works with functional/agency personnel to understand and document business requirements. Analyzes requirements and data structures to design systems and or web pages. May be required to have specialized knowledge of one or more major modules of a large development project or and to serve as the lead analyst for those modules. May be required to have specialized knowledge of state Internet environment and serve as the Web Master for multiple agencies. May be required to develop system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. Must follow system development processes and standards as defined by the host agency. Must provide mentoring to intermediate and junior level programmers, including technical, functional and graphics. Must have the ability to work with Database Administration staff and others. Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: Windows NT, SQL Server, Access, Oracle, Visual Basic, Visual Studio.net, HTML, ASP, SQL, XML, SQL Server, VBScript, Crystal Reports, Crystal Enterprise, Active Reports, etc.

Requires a **minimum** of 4 years of current experience in this job class.

# 5. Programmer Analyst, Client/Server, Web (DOT, DHR, DPH, AOC, ADECA, DMH, DSS) Performs complex analysis, design and programming to develop Client/Server and/or Web application systems. Analyzes requirements and data structures to design systems. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. De-bugs and resolves production problems. Must follow system development processes and standards as defined by the host agency. Must have the ability to work with Database Administration staff and others. May be required to mentor junior programmers. Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: Windows NT, SQL Server, Access, Oracle, Visual Basic, Visual Studio.net, HTML, ASP, SQL, XML, SQL Server, VBScript, Crystal Reports, Crystal Enterprise, Active Reports, etc.

Requires a **minimum** of 3 years of current experience in this job class.

#### 6. Senior Programmer Analyst, PowerBuilder (DOT, DHR)

Performs complex analysis and design to develop large application systems. Writes and debugs complex PowerScript. Works with functional personnel to understand and document business requirements. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. May be required to have specialized knowledge of one or more major modules of a large development project and to serve as the lead analyst for those

modules. Must have a complete and thorough understanding of the principles of object oriented analysis, design and construction. Must understand and be able to explain the subjects of classes, inheritance, descendents, encapsulation, polymorphism, overloading and overriding as they pertain to PowerBuilder. Must understand and be capable of writing efficient SQL statements for very large tables. May also be required to follow additional system development processes and standards as defined by the host agency. May be required to provide mentoring to intermediate and junior level programmers. Must be able to perform library build and application generations. Other technical knowledge required for this position will vary depending on agency IT Architecture.

Requires a minimum of 4 years of current PowerBuilder experience.

#### 7. Programmer Analyst, Powerbuilder (DOT, DHR)

Performs limited analysis and design to develop large application systems. Writes and debugs intermediate-level PowerScript. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. Must have working knowledge of the principles of object oriented analysis, design and construction. Must understand the concepts of classes, inheritance, descendents, encapsulation, polymorphism, overloading and overriding as they pertain to PowerBuilder. Must understand and be capable of writing efficient SQL statements for very large tables. May also be required to follow additional system development processes and standards as defined by the host agency. Other technical knowledge required for this position will vary depending on agency IT Architecture.

Requires a **minimum** of 2 years of current PowerBuilder experience.

#### 8. Database Administrator (DOT, DPH, DPS, DSS, EDU, ADECA, AOC)

Responsible for database design and implementation, capacity planning, database configuration, performance analysis and tuning, troubleshooting performance problems, backup and recovery, security, database server installation, and user management *for* mission-critical database systems. Will write and run automated SQL scripts, develop and execute disaster recovery processes. Will derive physical database designs, develop logical data models, create physical databases, create data services, manage and maintain databases, configure and manage security, monitor and optimize databases, and install and configure databases, *all in a relational environment*. May assist in development of web-based applications. Must possess a solid understanding of database theory in an RDBMS environment, normalization, entity relationship diagrams, RDBMS specific tools and utilities, SQL and database objects. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: DB2, Oracle, Sybase, SQL Server, TeraData, IIS, ASP, etc.** 

Requires a minimum of 4 years in this job class.

#### 9. Quality Assurance Technical Analyst (DOT, DHR)

Provides technical expertise and services on test requirements, plans, schedules, execution, and results analysis for formal testing of automated systems. May be required to test modules from multiple platforms, for example IBM mainframe, client-server and web-enabled applications. May be required to configure

and maintain multiple test environments. Creates and maintains system test data. Executes all defined system, volume/stress, and acceptance testing. May be required to review design documents, source code, and implementation and test documents in order to perform accurate testing and validate compliance with the system/software requirements and actual system functionality. Must have expert knowledge of quality assurance testing methodologies. This person may be required to function as lead analyst on some projects, and provide training to junior team members. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include a variety of development platforms and tools such as TicToc, WinRunner/LoadRunner, Caliber RM.** 

Requires a **minimum** of 4 years in this job class.

#### 10. Process Analyst (DOT, DHR)

Analyzes and documents system requirements by coordinating with users to define current problems, data availability, and report requirements. Defines system objectives and formulates alternative solutions to satisfy these objectives, which may involve business process reengineering and/or the deployment of information technology. Develops conceptual design documents that outline the requirements, business work flows, redesigned work flows and opportunities for improvement for proposed projects. Analyzes alternative means of deriving input data to select the most accurate, feasible, and economical methods. Participates in the design and testing of systems. May be required to gather information for use in cost/benefit analysis, define input and output file specifications, define system controls, conversion procedures, and/or implementation plans. May be required to manage a team of Process Analysts including distributing and reviewing work and participating in project management activities. *May be required to have specialized knowledge of one or more business areas to adequately translate business processes into requirements*. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 6 years in this job class.

#### 11. Functional Analyst (DOT, DHR)

Responsible for determining and documenting the system requirements for large public sector development projects. Develops functional requirements for systems from federal and state regulations, user work practices and state policy. Coordinates the various sections of the Functional Design Document. May be required to have specialized knowledge of one or more public sector business areas to adequately translate regulations and policy into functional requirements. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 3 years in this job class.

#### 12. Network Engineer (DOT, DPH, AOC)

Responsible for the support of statewide department Local Area Network computer systems including servers on the WAN used for enterprise applications. Support includes design, configuration, administration and user support of data networks. Responsibility may also include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions.

Must be able to independently diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies such as routers, switches, servers and hubs. Must be able to utilize networking tools to develop baseline standards within a LAN/WAN. Must have excellent time-management skills in order to handle multiple high-priority tasks simultaneously. Must have demonstrated rapid ability to absorb, understand and use information on complex new computer and network-based hardware and software. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following:** Windows 9x/NT/2000/XP server and workstation, Exchange Server, Novell NetWare, SNA Server, Host Integration Server, SQL Server, Internet Information Server, DNS, WINS, DHCP, RAS (Remote Access System), TCP/IP, RIP, VLAN, etc.

Requires a **minimum** of 4 years of current experience in this job class.

#### 13. Network Administrator (DOT, DPH, DSS, AOC, ADECA)

Provides installation, maintenance, technical and customer support for desktops, servers and peripheral equipment in various locations in the state. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Analyzes users' system problems and provides solutions. Works with vendors and other support staff to diagnose LAN/WAN problems and restore service in the event of service disruptions. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. May be required to resolve problems across various platforms including Email, file transfer, and multimedia. May be required to install ethernet and telephone wiring in various locations in the state. May be required to serve as Team Lead of Field Support Operations. Must have expert knowledge of Microsoft 95/98/2000/NT and Novell NetWare. Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: Windows 9x/NT/2000/XP server and workstation, Exchange Server, Novell NetWare, SNA Server, Host Integration Server, SQL Server, Internet Information Server, DNS, WINS, DHCP, RAS (Remote Access System), TCP/IP, RIP, VLAN, etc.

Requires a **minimum** of 2 years of current experience in this job class.

Note: These skill sets are not intended to be all inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within these definitions and an Agency's Technical Architecture. For example a SOW may require a programmer analyst with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

Note: This concludes the Required Job Classifications. The Optional Job Classifications begin on the following page.

#### OPTIONAL JOB CLASSIFICATIONS

#### 1. Project Manager (DHR, DOT, DPH, AOC, EDU)

Reports to the IT management of the host agency to provide leadership and direction for all aspects of a large development project. Directs and coordinates project decisions with appropriate technical and functional personnel. Performs overall analysis of the system, the existing technical environment and business scope and makes recommendations about project priorities, system architecture and project organizational structure. Develops the project plan and system testing schedule using project-planning tools as established by the host agency. Establishes quality control parameters for the project. Schedules and conducts regular project status meetings with the host agency to maintain control of the project. Distributes units of work, supervises and manages large groups of information system personnel. Must have a strong experience base in system development methodology. Must be able to effectively communicate in English both orally and in writing. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include any of the following: IBM Mainframe, Client/Server, Web-based technologies, etc.** 

In the past, positions of this nature have required a **minimum** of 3-10 years in this job class.

#### 2. PowerBuilder Specialist (DOT, DHR)

Develops and manages class hierarchies at the highest level of system ancestry to support the application object library. Writes and debugs complex PowerScript. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Must have a complete and thorough understanding of the principles of object oriented analysis, design and construction. Must understand and be able to explain the subjects of classes, inheritance, descendents, encapsulation, polymorphism, overloading and overriding as they pertain to PowerBuilder. Must understand and be capable of writing efficient SQL statements. May also be required to follow additional system development processes and standards as defined by the host agency. Must provide mentoring to intermediate and junior level programmers. Must be able to perform library build and application generations. Other technical knowledge required for this position will vary depending on agency IT Architecture.

Requires a **minimum** of 7 years of current PowerBuilder experience.

#### 3. Programmer (AOC, DHR)

Formulates/defines system scope and objectives through research and fact finding to develop or modify information systems. Prepares detailed specifications from which programs will be written. Design, code, test, debug, document, and maintain programs. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: COBOL, CICS, DB2, ORACLE, SQL, C++, JAVA, VISUAL BASIC and ACCESS.** 

Must have a **minimum** of 2 years experience.

#### 4. Quality Assurance Test Engineer, SME (DHR)

Provides consulting expertise on functional capabilities and requirements of automated systems, provides guidance and technical support to test team members regarding business cases, scenarios and scripts necessary to validate processing features, and participates in development and execution of formal tests for automated systems. May be required to have specialized knowledge of one or more business areas to adequately test system adherence to requirements. This person may be required to function as a lead analyst on some projects, and provide training to junior team members. Must be able to effectively communicate in English both orally and in writing. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following**: RC Update, TicToc (Date Testing Tool), Mercury Winrunner/Loadrunner.

Requires a **minimum** of 4 years in this job class.

#### 5. Quality Assurance Team Lead (DHR)

Responsible for managing and overseeing the planning, execution, and results assessment for all formal testing of automated systems and for providing and enforcing Configuration Management (CM) procedures as well as compliance with Quality Assurance procedures. Provides expertise on functional capabilities and requirements of automated systems, provides guidance and technical support regarding business cases, scenarios and scripts necessary to validate processing features, and participates in development and execution of formal tests for automated systems. Will be required to supervise a team of quality assurance professionals for a major development project. Must plan and oversee the performance of complex quality assurance tests in a dynamic environment using standard methodologies. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 5 years in Quality Assurance Testing and 5 years in this job class.

#### 6. Change Control Analyst (DHR)

Performs tracking and migration of all configurable items to and from development, acceptance testing, and production environments. Must be able to determine completeness and accuracy of configuration packets for complex environments. May be required to review all application development lifecycle configurable items for adherence to standards. May be required to develop, document and enforce change management and quality assurance policies and procedures. May be required to have knowledge of multiple platforms, for example IBM mainframe, client-server and web-enabled systems. Must perform complex change control activities in a dynamic environment following standard methodologies and processes. Must be able to effectively communicate in English both orally and in writing.

Requires a minimum of 3 years of application development experience and 6 years in this job class.

#### 7. Senior Systems Engineer (ADRS)

Applies the principles and techniques of computer science, engineering, and mathematical analysis to the design, development, testing, and evaluation of software that is required for the development of complex software applications. Must understand and plan the basic structure of applications and the integration of the various components of computer technology that are brought together for the development of complex applications. Components that may be included are: desktop software components (including operating systems), transaction processing components, internet/intranet components, telecommunications components, database components, reporting components, security components, server operating systems and programming languages. The components included in an application may be custom components (written by the Systems Engineer) or components purchased from software vendors. The Senior Systems Engineer must possess strong programming skills, but will be more concerned with the architecture of the applications and the analyzing and solving of architecture and programming problems. Code writing is limited to the most complex tasks and is generally related to software components that integrate complex components. Different programming languages may be used, depending on the purpose of each component. The programming languages most often needed are C, C++, C#, and Java, with Visual Basic, and Cobol used less commonly. The result of this effort is the basic software architecture for complex software applications. This individual will work closely with senior programmer analysts and may be responsible for leading a team of programmer analysts. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 5 years in this job class.

#### 8. Software Engineer (DOT)

Designs, develops, trouble shoots, and analyzes software programs for computer based systems. May perform system modeling, simulation, and analysis. May design and develop basic compilers, assemblers, utility programs and operating systems. May advise hardware design engineers on machine characteristics that affect software systems.

Requires a **minimum** of 4 years in this job class.

#### 9. Security Administrator (DOT, AOC)

Provides security control for facilities, equipment, and materials. Recommends procedures and systems for visitor control, employee identification, and security clearance administration.

Requires a **minimum** of 2 years in this job class.

#### 10. RACF Administrator (ISD, DOT)

Performs complex management review studies and other tasks related to the evaluation, development, implementation, improvement, enhancement and use of the security software RACF (Resource Access Control Facility). Develops and maintains effective security designed to ensure the protection of data processing resources to include hardware, software and data in a large Data Center, administrated in a distributed environment. Develops and implements policies, procedures, standards and guidelines to direct and carry out the objectives established for security. Monitors, maintains and evaluates agency implementation of RACF to reduce risks to departmental information resources and to ensure that the

security policies are followed. Ensures a level of understanding, for mainframe users, of security tools, requirements and purposes through classroom training, awareness programs and the provision of monitoring reports and findings. Serves as liaison with state agencies in matters relating to information security to ensure that the agencies are in compliance with the department's policies, rules and guidelines. Technical knowledge and certifications required: CISSP Certification, OS/390, MVS, CICS, IMS, DB2 and TSO, VANGUARD, RACF Report Writer, Federal Code or regulations (OMB, etc).

Requires a **minimum** of 10 years of security related work experience and 5 years of current work experience in this job class.

#### 11. System Support Specialist, Mainframe (DHR)

Serves as a technical consultant to development project and functional leadership on matters of new mainframe system software and impact of projected application changes on mainframe system resources. Assists the programming staff when production problems are encountered. Identifies chronic application errors and makes tuning recommendations. Supervises system support employees including assigning tasks and defining work schedules. Conducts tests on new versions of mainframe system software. Responsible for scheduling all production jobs for large mainframe systems. Monitors network and mainframe performance using appropriate tools, making improvement recommendations when necessary and reporting abnormalities or potential problems to those management and teams impacted. Ensures 24 x 7 system support including investigating, troubleshooting, diagnosing, and resolving abends, system outages, response time issues, table deadlocks, file transfer errors, etc. **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following**: DB2, OS390, Omegamon, and CICS.

Requires a **minimum** of 5 years of current experience in this job class.

#### 12. Asset Management Specialist (DHR)

Coordinates all aspects of asset management for large development projects. Includes initiating procurement, monitoring purchase requests through delivery and inventory of hardware and software. Must understand the general purchase-through-inventory cycle. *May be required to have specialized knowledge of agency-specific and/or public sector business (particularly purchasing) processes.* 

Requires a **minimum** of 4 years in this job class.

#### 13. Network Technician (DOT, AOC, DPH)

Evaluates, selects, and applies standard techniques, procedures and criteria while using judgement in making adaptations and modifications to equipment and systems. Trouble-shoots and installs client/server applications. Provides hardware and software support to end-users. Resolves end-user connectivity and printing issues. Properly integrate devices such as printers, scanners and other peripherals with current end-user operating systems. Setup and upgrade computer systems in a network environment with minimum end-user interruptions. May be required to install ethernet and telephone wiring in various locations in the state.

Requires a **minimum** of 2 years of current experience in this job class.

#### **14.** Telecommunications Specialist (DOT)

Provides evaluation, planning, design, implementation, and traffic analysis necessary for determining the proper system and best configuration for the requirement. Develops plans for installation of cables, modems, PBX, Key Systems, telephone sets and other voice/data related equipment. Maintain, install and trouble-shoot telecommunication equipment, maintain telecommunication records and service request reports. Coordinate statewide video-conferencing usage and maintain equipment.

Must have a **minimum** of 4 years of experience.

#### 15. Help Desk Technician (DPS, DOT)

Responsible for user support via telephone, email, and in person. This includes responding to users regarding questions covering a wide variety of software applications including desktop operating systems, backups of workstation data, peripheral equipment such as printers and scanners, as well as access to and use of network resources. Requires an operational knowledge of various hardware components including personal computers, monitors, keyboards, mice, printers, scanners, modems, and other peripheral devices. Responsible for user support with regard to software developed within the Department. Requires ability to visualize user problems, often with little user input, apply a problem solving approach to identify a solution, and effectively communicate that solution to the user. Must possess a familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Must be able to effectively communicate in English both orally and in writing.

Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: ATTACHMATE Extra, Microsoft 3.1/95/98/2000/NT, Novell NetWare, Microsoft Office Professional (Word, Excel, PowerPoint, Access, Outlook), Internet Explorer, OmniForm, Acrobat, Symantec and McAfee anti-virus packages, and Diskeeper.

Requires a **minimum** of 1 year of current experience in this job class.

#### 16. Application System Specialist (DHR, DOT)

Provides user support for a variety of statewide computer applications. May be required to have specialized knowledge of one or more statewide computer applications. Must have expert problem analysis and resolution abilities. May provide supervision and training to other personnel assigned to provide user support for statewide applications. May also provide limited training to end-users of an application. Provides hardware and software troubleshooting. Participates in Change Control Management meetings and provides input in the form of reported issues (defects and change requests), severity of those issues and possible resolutions. Participates in presentations to users and business leadership regarding systems being supported. Reviews requirement documents and Functional Design documents and provides comments and corrections as required. Must have an understanding of a variety of application platforms such as mainframe, client/server, web-based, etc. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 2 years of current experience in this job class.

#### 17. Technical Writer/Curriculum Developer (DHR)

Develops curriculum materials including curriculum guides, database and user guides and other system documents for large statewide computer applications. Develops and implements on-line policy help files. May conduct training of end users of large computer applications. Must have a knowledge of PC based software such as, MS Word, RoboHELP, and Visio. Must have strong communication and presentation skills.

Requires a **minimum** of 2 years of current experience in this job class.

#### 18. Training Specialist, Microsoft (DPS, AOC)

Responsible for developing and deploying application usage technical guides which are designed specifically for an agency environment (Microsoft <sup>TM</sup> Office). Works closely with technical and functional staff to ensure desired results. Provides guidance statewide on usage of Microsoft suite of tools. Must be certified as a Microsoft Office User Specialist. Must have a very extensive knowledge of the following products (i.e., WORD, ACCESS, EXCEL, REGISTRAR, EXTRA, WINDOWS, and Novell). Requires the ability to simplify complex subjects and communicate effectively with others. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 2 years of current experience in this job class.

#### 19. Training Specialist, Systems (DHR, DPS, AOC)

Conducts training of end users of large computer applications. Helps develop curriculum materials and other user materials for large computer applications. Schedules training sessions and coordinates with attendees. Make recommendations for training improvements. May be responsible for the cultural change management of end users via newsletter, video, and/or any other means of communication. May develop and implement on-line policy help files. May be required to manage other training personnel and manage training schedule. May be required to have specialized knowledge of one more public sector business areas to adequately train users to conduct business activities through an automated system. Must be able to effectively communicate in English both orally and in writing. Must be able to train novice and experienced users **Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following:** MS Word, RoboHELP, and Visio.

Requires a **minimum** of 2 years experience in adult learning environment.

#### 20. Technology Specialist (ISD)

This is a general technology job classification to cover a variety of specialty technologies. May install, configure and support specialty server software such as Lotus Domino, Document Management, Data Warehouse, etc. in a multi-domain and multi-server environment. May perform general software package administration such as user and file administration, security maintenance, data replication, mail routing, monitoring, tuning, and system recovery. May participate in the problem resolution process including

researching and documenting support issues and their resolution. Must comply with and enforce software licensing agreements. May be required to have a working knowledge of data import/export, interfacing with other software packages and data manipulation tools from a variety of technology platforms. May perform complex analysis, design and programming to develop application systems or modules in a specialty software environment. Analyzes requirements and data structures to design systems. Develops system documentation. Must have a comprehensive knowledge of specialty software as defined by the host agency as well as a good general IT knowledge of LAN, WAN, PCs and operating systems. May be required to understand and be capable of developing and implementing new system objects or maintaining existing system objects like forms, views and agents. Performs testing of modifications and enhancements to ensure system integrity. Must provide mentoring to client agency support staff and end users. Must be able to work closely with other support personnel (network, router and system development) and end users. Technical knowledge required for this position will vary depending on agency IT

Architecture but may include the following: Lotus Domino Server R4/R5 and Lotus Notes Client R4/R5, IBM DB2 with Warehouse Manager, Cognos suite, Documentum 4i Core, etc.

Requires a **minimum** of 3 years of current experience in the particular specialty being required.

#### 21. Internet Infrastructure Engineer (ISD)

Responsible for creating all system designs for Internet Services, installing these services on servers, configuring them so that they work in the current environment, and maintaining them in working order. This includes working with state agencies and coordinating the availability of these systems, and then monitoring these systems. Sets up all hardware and software necessary to install, configure and maintain Windows NT/2000 and beyond, MS Exchange/2000 and beyond, Web Servers, FTP, DNS, BIND DNS Servers. Must have a thorough knowledge of internet security. Develops and maintains integration of security certificates and revocation lists in conjunction with web application and e-commerce oriented systems and according to current industry standards. Must understand advanced database/server issues such as security policies and industry standard connectivity to local and SQL servers, such as ODBC and ODA. Must have a thorough working knowledge of TCP/IP protocols, network architecture, routing and WAN. This position requires specialized knowledge of Internet Services internet infrastructure. May require industry certifications, such as MCSE, MCP+I, CNE, CCNA, CCDA, CCSE, CCSA, INET+, or CIW. Technical knowledge required for this position will vary depending on agency IT Architecture but may include the following: Web Servers running IIS 4 & 5, Active Directory, Exchange (4, 5.x, 2000), Lotus Notes, Groupwise, MAPI, POP3/SMTP, and IMAP. Checkpoint Firewall-1 Cisco Pix, Ethernet, IPX/SPX, TCP/IP, NetBeui. Frame Relay, ATM and ISDN

Requires a **minimum** of 3 years current work experience in this job class.

#### 22. IMS Systems Programmer (ISD)

Provides IMS system programming expertise and IMS technical support for mission critical databases. Performs IMS system software and related IMS utilities installation, IMS system generations (GENS), customization, maintenance and technical support. Performs complex IMS data base analysis and performance enhancement studies. Recommends and assist users in changes to data base structure, organization and characteristics to maximize performance. Implements and integrates new features and enhancements into existing IMS infrastructures per user requirements. Develops and implements policies,

procedures, and guidelines to assure the security, integrity, and availability of the IMS software and user databases. Assists users in utilization of IMS utilities and monitoring their IMS databases. Coordinates IMS Gens activity with all system software packages and users needs to assure timely definitions of terminals, databases and programs. Must be willing to work on a part-time basis, not to exceed an average of 20 hours per week. Work schedule must be flexible and work hours will be scheduled to meet State needs. Must be willing to work from home on an as needed basis to resolve IMS problems and outages in a (24x7) environment. **Technical knowledge required:** IMS Internals, MVS, TSO, ISPF, VSAM, SMP/E and IBM system utilities.

Requires a **minimum** of 5 years of technical support work experience and 3 years of current experience in this job class.

#### 23. IT Security Manager (AOC)

General: Identifies security issues, develops security architecture solutions, and implementation plans. Researches and deploys new security technologies to support network servers, operating systems and databases. Manages transition to operational service. Evaluates, recommends and administers security policy on Internet gateways in conjunction with managed Internet security provider (ISD). Responds to security incidents. Performs risk analysis, compliance checking and audits of information security policies. Upgrades and implements an incident response capability for the global security infrastructure. Must have experience with INFOSEC threats and security tools to mitigate the impacts caused by those threats. **Technical knowledge required:** TCP/IP, Firewalls, PKI, Routers, LANs, NT, UNIX, VPN, Antivirus and cryptographic tools

Requires a minimum of 5 years in this job class.

#### 24. Program Manager (DOT, AOC)

Provides supervision/management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. Identifies and recommends objectives and scope of technical projects and communicates goals, scope, approach, and schedule to assigned personnel. Establishes budgets, forecast manpower, equipment and supply needs.

Requires a **minimum** of 15 years in this job class.

#### 25. Administrative Aide (DOT)

Performs a variety of administrative and clerical functions in support of an organization by assisting technical and/or management personnel. May gather information, maintain records, prepare reports, answer telephones, and perform data entry or other tasks, which support the organization.

Requires a **minimum** of 2 years in this job class.

#### 26. Federal Program Specialist (DHR)

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May be assigned to various work units within a department to support Federal projects or initiatives. Analyzes unit functionality and develops/suggests improvements in work processes and procedures to maximize Federal funding. May define system objectives and formulate alternative solutions to satisfy these objectives, which may involve business process reengineering and/or the deployment of information technology. May be required to gather information for use in cost/benefit analysis, system change requests, define system controls, conversion procedures, and/or implementation plans. May be required to have specialized knowledge of one or more Federal Programs and Business Units to adequately maximize funding and unit productivity. May assist in project budgeting including expenditures, reports, analysis, inventory, and contract monitoring to ensure maximum federal funding. May be required to analyze data and develop databases to track time reporting and audit vendor billings to ensure accuracy and budget compliance. May monitor and track project equipment inventory to assure compliance of Federal guidelines. May assist in the preparation of Advanced Planning Document Updates (APDU). Interacts with county offices and DHR staff as necessary to accomplish assignments. Must be able to effectively communicate in English both orally and in writing.

Requires a **minimum** of 6 years in this job class.

Note: These skill sets are not intended to be all inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within these definitions and an Agency's Technical Architecture. For example a SOW may require a programmer analyst with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.15 AGENCY INFORMATION RESOURCES ARCHITECTURE

The Agency Architecture statements immediately follow this page.

## ADECA: Alabama Department of Economic and Community Affairs Information Resources Architecture

Centralized IT location in Montgomery serving both centralized and remote locations.

#### **Montgomery Office**

**IBM AS/400** 

IBM OS/400 V5R1 IBM DB/400 DB2

COBOL/RPG custom applications

Dell Poweredge Intel processor based servers

Microsoft Windows 2000 Server, NT 4.0 Server

Microsoft Active Directory Services

Microsoft Exchange 2000 Server

Microsoft Host Integration Server 2000

Microsoft Sharepoint Portal Server 2001

Microsoft Internet Information Server 2000

Microsoft SQL Server 2000

Oracle 8i/9i Database Server

Oracle 8iAS/9iAS Application Server

IPSwitch Whatsup Gold

Dell Optiplex Intel processor based desktops

Dell Inspiron Intel processor based laptops

Microsoft Windows 98/XP

Microsoft Office 97/XP Professional

Microsoft Internet Explorer 5.0 and higher

Microsoft Data Analizer

Microsoft FrontPage

Microsoft MapPoint

Microsoft Publisher

Microsoft Visio Professional

Microsoft Visual Source Safe

Microsoft SNA Server Client

**IBM Client Access** 

Oracle Designer

Oracle Developer

Oracle Discoverer

Oracle Jinitiator

Symantec NAV Enterprise Edition

ESRI ArcView GIS software

ESRI ArcInfo GIS software

#### **Remote Offices**

42 offices located statewide.

Various Intel processor based desktops Ethernet 100 mbps LAN communications

64 kbps/T1 Frame Relay WAN communications

Microsoft Windows 98/XP

Microsoft Office 97/XP standard

Microsoft Internet Explorer 5.0 and higher

Microsoft SNA Server Client

Oracle Jinitiator

Symantec NAV Corporate Edition

PC Nanny configuration control software

#### ESRI ArcEditor GIS software

ESRI ArcReader GIS software

ADECA: Alabama Department of Economic and Community Affairs Information Resources Architecture (continued)

ESRI ArcExplorer GIS software

Dell Powervault Network Attached Storage (NAS)

Dell Powervault Cartridge Tape Library (CTL)

MTI Storage Area Network (SAN)

Ethernet 10/100 mbps LAN communications

Ethernet 1 gbps Server to Server communications

Ethernet 1 gbps Server to NAS communications

Fiberchannel Server to SAN communications

#### ADRS: Alabama Department of Rehabilitation Services

Information Resources Architecture

Local Area Network: Microsoft Networking - Windows NT

Wide Area Network: IP across Frame Relay

Network Hardware: Cisco, 3Com

**Server Hardware:** Quad processor intel

Server Software: Windows 2000 Server, SQL Server, Internet

Information Server, Crystal Enterprise

**Desktop Hardware:** Intel

Desktop Software: Windows NT, Windows XP, Microsoft Office

Professional

Development Environment: Microsoft Studio.net, Crystal Reports,

Crystal Enterprise, SQL Server. MS Access

**Specialized Software:** Screen reader for blind staff: JAWS, Text enlarger for low vision staff: Zoomtext. All software developed must be accessible by the visually impaired.

# **AOC:** Administrative Office of Courts Information Services Division

Information Resources Architecture

#### **Internet Development Environment:**

<b>Development tools</b>	Infrastructure tools
HTML, DHTML, XHTML	MS IIS 4 & 5 Web Servers
Java, Java Script	MS Windows 2000
XML	MS DNS
CSS	BIND
Active Server Pages in MS IIS environment	Windows 2000 Certificate Server
ASPX	MS Windows NT
VB, VBScript	MS Exchange 4, 5 and Exchange 2000
C, C#, C+	Checkpoint Firewall-1
WML	CISCO PIX
ASP.NET	LAN/WAN Networks
ADO.NET	SQL Server
MS FrontPage	ODBC
MS Visual Studio.NET	MS Active Directory
MS Visual Interdev	Lotus Notes
Adobe Acrobat	MAPI
MS Office	POP3
MS Access	SMTP
SQL	IMAP
Adobe Photoshop	IPX/SPX
Adobe Illustrator	TCP/IP
Corel Draw	Point to Point
Macromedia Flash	Frame Relay
Crystal Reports Server based	ATM
	ISDN

#### **Mainframe Environment:**

Any position using the ISD mainframe would be using the following architecture:

- IBM 9672/R36 mainframe
- VSE 2.6 Operating System
- TSO
- VTAM
- TCP/IP
- DB2
- CICS

#### **DHR: Department of Human Resources**

Information Resources Architecture

#### **General Desktop Configuration:**

Current PCs (IBM 300GL)	New: Dell Optiplex GX240	
PII 350 MHz	PIV 1.4GHz	
64MB RAM	128MB RAM	
4GB hard drives	20GB hard drive	
4MB video card	16MB video card	
Windows 95 / Office 97	Windows 98 / Office 97	

#### **General Server Configuration:**

Current: IBM Netfinity 3500 / 5500	New: Dell PowerEdge 2500	
PII 400Mhz	PIII 1.0GHz	
128MB RAM	512MB RAM	
8GB hard drive	36GB hard drive	
Novell 4.11	Novell 6	

#### **Current Infrastructure Components:**

#### **Campus Ring connections:**

Finance ISD Mainframe Outsourced Mainframe DHR Internet Server Internet

#### **Frame Cloud connections:**

Training Servers (5)
DA Servers (32)
County Servers (91)
CMA Servers (12)
TIER Facility

#### **DHR Backbone:**

Developer's Servers (2)

**SQL** Server

ASSIST DDCS Servers (7)

Internet Proxy Server

ASSIST Support Servers (3)

NDS Servers (4)

DSS Servers (4)

Internet Email Server

Exchange Email Server

Infrastructure Support (2) DNS Servers (2) Intranet Servers (2)

#### **DHR Information Resources Architecture Continued:**

#### **Application Environments (by platform):**

Note: This list is not all inclusive but does represent the various application environments in DHR.

#### Systems on the Finance-ISD Mainframe (OS 390):

COBOL, TELON, CICS, EZ PLUS VSAM, DB2 ROSCOE, TSO EXPEDITOR

ACWIS/FSS/FCBS – Legacy Child Welfare Systems(Protective Services, Foster Care, TCM, etc.) Large very old, production systems with a mixture of VSAM and DB2 files.

FACETS – Legacy Economic assistance system (TANF and JOBS) Medium size production DB2 system.

SCI-II – Legacy Food Stamps system (includes EBT)
Medium size, very old production VSAM system.

#### **Systems on an outsourced Mainframe:**

ALECS – Child Support Enforcement system – Still in major development
Ridiculously large, limited production system on an outsourced mainframe.
COBOL, TELON, CICS, FORECROSS, Visual Basic(small sub-system)
VSAM, DB2 (many huge tables)
ROSCOE, TSO
EXPEDITOR,
WINRUNNER, TIC-TOC, DB2 MOVE, DB2 COMPARE, RC UPDATE

#### **Systems on other platforms:**

CALIBER RM

ASSIST – New Child and Adult Welfare system – Still in major development Very large, limited production client/server system.

POWERBUILDER, COBOL (for batch processing)

DB2

TSO

WINRUNNER

STAC, TFC, DA, CDR, etc. – Variety of program and administrative systems
Small to medium size PC and client/server systems (plan to convert or replace)
PARADOX, SQL Server

#### **DHR Information Resources Architecture Continued:**

CASELOAD, SED, CHC, etc. – Variety of program and administrative systems
Small to medium size client/server systems
ACCESS, Visual Basic
SQL server

CCMS – Child Care Management system

Medium size client/server system

ORACLE

#### **Additional Planned Projects:**

#### Data Warehouse

Projected technology (Intranet access):
Unix with Sun Solaris Server
IBM DB2 with Warehouse Manager
Cognos Impromptu, Cognos Powerplay

#### **Document Management**

Projected technology (Intranet):

NT Servers, Scanners

Documentum 4i Core

Microsoft SQL

#### Food Stamp Application System

Projected technology (Intranet):

NT Servers

Visual Basic, ASP, JAVA, etc.

#### Day Care Licensing System

Projected technology (Intranet):

SQL Server, PALM IIIXE or VISOR
Visual Basic, APPFORGE
VERMOD DOCKABLE PRO

#### **Internet Public Information Systems**

Projected technology (Internet):

SQL Server

Visual Basic, ASP, JAVA, etc.

#### Administrative Systems

Projected technology (Internet):

SQL Server

Visual Basic, ASP, JAVA, etc.

#### DMH: Alabama Department of Mental Health and Mental Retardation

Bureau of Data Management

**Server Hardware:** Intel based servers

Server Software: Windows 2000 Server, SQL Server, Novell

Desktop Hardware: Intel based

**Desktop Software:** Windows 2000, Windows 9X, Microsoft Office

Professional

**PC Development Environment**: Microsoft Studio.net, Crystal Reports, SQL, MS Access, ASP, C+, Delphi, Visual Basic

Mainframe environment: TSO, ROSCOE., VTAM, CICS, COBOL, RACF, EZPLUS

# **DPS:** Alabama Department of Public Safety Information Resources Architecture

Compaq and Palm PDA's  Dell Dimension and Optiplex, Zenith, and Compaq desktops	
desktops	
Hitachi RAID	
Dell DLT autoloaders	
Hewlett-Packard DLT autoloader	
Controlled Power 10 KVA	
Kodak document scanners	
Hewlett-Packard flatbed scanners	
video camera	
video capture (frame buffer)	
Zip drives	
DigiBoard serial communications	
nd 802.11b wireless with multiple frame relay WAN	
3Com switches and hubs	
copper, fiber, and wireless NIC's	
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Microsoft SQL Server 6.5 and later

Microsoft Windows 2000 and NT 4.0 Server

DPS: Alabama Department of Public Safety			
Information Resources Architecture (continued)			
Microsoft SNA Server 3.0 and later	Microsoft Host Integration Server		
Microsoft Exchange Server 5.5 and later	Microsoft SMS Server		
Microsoft IIS 4.0 and later	Microsoft DNS, WINS, DHCP		
Oracle 8i and later, PL/SQL	Network Associates GroupShield and NetShield		
ArcServe 6.5 and later			
Software – Workstations			
Microsoft Windows 2000/NT/9x	Microsoft Office Professional 97/2000/XP		
web browsers IE 4.0 and later or Netscape 4.0			
and later	Network Associates VirusScan 4.x and later		
Diskeeper	remote control (SMS, pcAnywhere, VNC)		
Software – Development			
Visual Basic 4.x, 5.x, 6.x, VB.NET	Microsoft Access 9x/2000/XP		
Active Reports 1.0 and later	Crystal Reports 4.0 and later		
ASP 2.0 (Active Serve Pages)	HTML		
Microsft Transaction Server (MTS) 2.0	Microsoft Visual SourceSafe		
Adobe Publishing Collection (PhotoShop,	Macromedia Studio MX (Freehand, Fireworks,		
PageMaker, Illustrator, Acrobat)	Flash, Dreamweaver)		
stored procedures and triggers for SQL Server 6.5			
and later	Microsoft Visual InterDev 6 or later		
ScanSoft OmniForm 4.0 and later			

#### DSS: Alabama Department of Senior Services Information Resources Architecture

#### Hardware - Computers & Peripherals

Intel Pentium-based servers and workstations

Disk storage and RAID devices optical drives and jukeboxes DAT and DLT tape drives, libraries, and autoloaders network interface cards (copper & fiber) video & video-capture cards signature pad (digitizer) audio cards and speaker systems UPS systems

#### Hardware - Networks

Ethernet hubs and switches wireless bridges, access points, and network interface cards
Routers

#### **Software - Servers and Networks**

MS Windows 2000 MS SQL Server 2000 Transact-SQL

MS Exchange Server 2000

MS SNA Server
MS Host Integration Server
MS SMS Server
MS IIS
DNS, WINS, DHCP
anti-virus (Symantec Corporate Anti-Virus 8.X)

remote control software (Windows Remote Desktop, pcAnywhere) backup software (BackupExec)

#### **Development Languages& Software**

Visual Basic 6.x, VB.NET, ASP.NET Microsoft Access 9x, 2000, XP ASP 2.0 (Active Serve Pages) HTML, JAVA Stored Procedures & Triggers For :SQL Server 2000 Crystal Reports 8.5 SourceGear Vault

#### **Software - Workstations**

MS Windows 2000/XP
MS Office 9x/2000/XP
web browser (Internet Explorer 6.X)
anti-virus (Symantec Corporate Anti-Virus 8.X)
remote control software (Windows Remote

Desktop, pcAnywhere)
backup software (BackupExec)

MS Visual InterDev

#### **EDU: Alabama Department of Education Information Resources Architecture**

#### **Department of Education**

#### Hardware - Computers & Peripherals

Intel Pentium-based servers and workstations and UNIX AIX 4.21

and UNIX AIX 4.21
Disk storage and RAID devices
optical drives and jukeboxes
LTO tape drives, libraries, and autoloaders
network interface cards (copper 10/100)
audio cards and speaker systems

**UPS** systems

#### **Software - Servers and Networks**

MS Windows NT/2000

MS SQL Server 6.x, 7.x, 2000

Transact-SQL

MS Exchange Server 5.5 MS SNA Server 4.0 E-Trust Intrusion Detection

**MS IIS 5.0** 

DNS, WINS, DHCP anti-virus (NORMAN) disk utilities (DiskKeeper) remote control software (VNC) backup software (Veritas 8.6)

#### **Development Languages& Software**

Visual Basic, 6.x, VB .NET Microsoft Access 9x, 2000, XP ASP 3..0 (Active Serve Pages)

HTML

Stored Procedures & Triggers For :SQL Server 6.5, SQL Server 7.0, SQL Server 2000

Crystal Reports 4.0, 5.0, 6.0

Microsoft Visual Sourcesafe: All Versions MTS (Microsoft Transaction Server 2.0)

#### Hardware - Networks

Ethernet hubs and switches (Cisco 5000 &

6000)

Firewall (Cisco 515) Routers (Cisco)

#### **Software - Workstations**

MS Windows 9x/NT/2000/XP MS Office 9x/2000/XP

web browser (Internet Explorer 5.X/6X)

anti-virus (NORMAN) disk utilities (MS Default)

backup software (None)

remote control software (VNC)

GLINK

## **ISD:** Department of Finance Information Services Division

Information Resources Architecture

#### **Internet Development Environment:**

Development tools	Infrastructure tools
HTML, DHTML, XHTML	MS IIS 4 & 5 Web Servers
Java, Java Script	MS Windows 2000
XML	MS DNS
CSS	BIND
Active Server Pages in MS IIS environment	Windows 2000 Certificate Server
ASPX	MS Windows NT
VB, VBScript	MS Exchange 4, 5 and Exchange 2000
C, C#, C+	Checkpoint Firewall-1
WML	CISCO PIX
ASP.NET	LAN/WAN Networks
ADO.NET	SQL Server
MS FrontPage	ODBC
MS Visual Studio.NET	MS Active Directory
MS Visual Interdev	Lotus Notes
Adobe Acrobat	MAPI
MS Office	POP3
MS Access	SMTP
SQL	IMAP
Adobe Photoshop	IPX/SPX
Adobe Illustrator	TCP/IP
Corel Draw	Point to Point
Macromedia Flash	Frame Relay
Macromedia FireWorks	ATM
	ISDN

#### **Mainframe Environment:**

Any position using the ISD mainframe would be using the following architecture:

- IBM 9672/R94 mainframe
- OS/390 V2.10 Operating System
- TSO
- ROSCOE
- VTAM
- TCP/IP
- DB2
- IMS

- CICS
- RACF

#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.16 ALABAMA VENDOR DISCLOSURE FORM

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Go to the site below to complete the Alabama Disclosure Statement, to be submitted with each proposal, as set out in Section 5.2.2.2.

 $HTTP://WWW.AGO.STATEAL.US/DOCUMENTS/VENDOR\_DISCLOSE\_FILL.PDF$ 

#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.17 ALABAMA COMPUTER ACCESS SECURITY, PRIVACY, AND CODE OF CONDUCT

Completion of the Computer Access Security Agreement and Code of Ethics Forms, immediately following this page, will be required of each vendor candidate completing work for the State under the contract resulting from this RFP. Submission of a proposal in response to this RFP indicates agreement with these terms.

# ALABAMA COMPUTER CRIME ACT AWARENESS VERIFICATION FORM

responsibilities regarding intellectual pr	y acknowledge that I understand my rights and coperty, that is computer software, hardware, nduct myself accordingly in adhering to the
Signed	Date
Witnessed by	Date

State of Alabama, Department of Finance, Information Services Division

#### CONFIDENTIALITY AND COMPLIANCE COMMITMENT

#### I **understand** that:

There may be state, local, federal, department, agency, board, commission, Division or other applicable confidentiality requirements in regard to data, algorithms, policies, procedures or other issues that I may be privileged to as a result of my association with the Information Services Division.

The permissions, profiles, privileges, accesses and other entrustments granted to me as a result of my association with the Information Services Division are to accomplish my assigned responsibilities and authority.

I may be required to execute additional confidentiality and compliance agreements unique to other State or related entities if assigned responsibilities associated with the information services support of such entities.

#### Accordingly, I **agree** to:

Α	scertain	applicable	confidentiality	requirements	before rev	ealing any	v material.

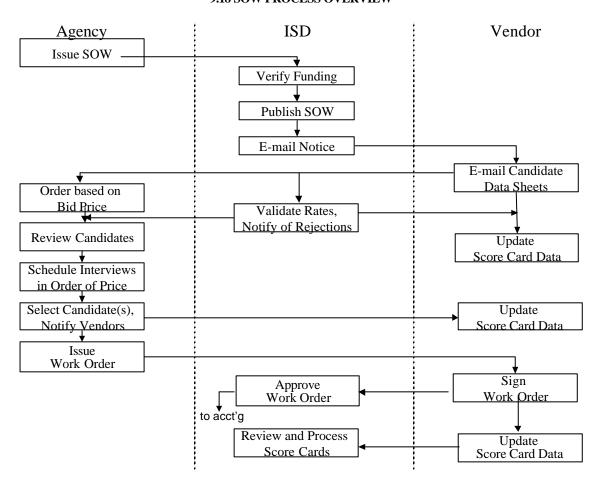
Comply with applicable confidentiality requirements.

I acknowledge these understandings and agreements by my signature below.

Signature:	Social Security Number:	
	•	
Witness:	Date:	

#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.18 SOW PROCESS OVERVIEW



#### IT PROFESSIONAL SERVICES RFP 2003-2006 ATTACHMENT

#### 9.19 DRAFT STATEMENT OF WORK

#### STATE OF ALABAMA STATEMENT OF WORK

SOW NUMBER	Date Issued:	
Contractor's Project Offer is	s due by:	
	Part I – Agency Contact Information	
Agency:		
<b>Contact Name:</b>	Telephone Number:	
<b>Contact Position:</b>	E-mail address:	
Contact Address:		
Official Station:		

PART II – BRIEF DESCRIPTION OF PURPOSE AND NATURE OF POSITION

Job Classification: Senior Programmer Analyst - Mainframe Project/Team: ALECS Project Project Begin Date: October 1, 2003 Project End Date: June 30, 2004

Performs complex analysis, design and programming to develop mainframe application systems. Works with functional personnel to understand and document business requirements. Develops system documentation including program specifications, impact analyses, detail designs, and implementation plans. Performs testing of modifications and enhancements to ensure system integrity. Debugs and resolves production problems. Develops production batch schedules and jobs using JCL and automated scheduling tools. Must follow system development processes and standards as defined by DHR. Must provide mentoring to intermediate and junior level programmers.

Requires specialized knowledge of one or more major modules of ALECS to lead the analysis and design of state/federal certification requirements within those modules.

Overnight Travel is not required

#### PART III – Knowledge, Skill and Ability Requirements

#### Specialized Knowledge Required:

### Financial Sub-system of Alabama Child Support Enforcement System: Minimum of 2 years working experience within the last 3 years

- Knowledge of Alabama current and new business requirements for Child Support Distribution including Alabama financial business rules and processes and Alabama financial workflow
- Knowledge of ALECS system architecture for the Financial sub-system including Alabama standards, ALECS financial components and their interoperability, and ALECS financial interfaces

## Federal Child Support Enforcement certification requirements for Distribution: Minimum of 2 years working experience within the last 3 years

• Knowledge of current federal requirements for Child Support Distribution including changes from previous requirements

#### Required Experience (All experience must pertain to an IBM MVS environment):

Professional IT development skills following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

- Technical Writing Specifically System Design Documents and Program Specifications
- Conducting Peer Reviews
- Participating in Peer Reviews
- Communicating in English (written and oral) with Functional Specialist, IT Specialists, Peers and programmer/analysts

## Served as a Lead Analyst on a development team that followed standard repeatable processes: Minimum of 3 years of professional working experience within the last 5 years including:

- Coordinating the programming and/or analysis of a team of developers to build or change a major module of a complex computer system.
- Gathering information to provide input or to formulate recommendations to resolve problems or develop technical designs.
- Developing Technical Designs for major sub-systems of a complex computer system.
- Developing Program Specifications for other Programmers and Programmer Analysts.
- Integrating knowledge of the technical and functional processes of the major sub-systems of a system into the analysis and design of the system.

## Conducted System Analysis on a development team following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

- Interpreting verbal and/or written business requirements to provide input to a Technical Design Document
- Conducting and documenting Impact Analyses for requirement changes to existing modules
- Creating technical designs for new or changing modules of a system using new or existing Requirements Documents
- Determining causes and resolutions to production defects

## Developed COBOL II programs following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

- Writing new COBOL II programs
- Modifying existing COBOL II programs
- Use of COPYBOOKS in COBOL II programs
- Input/Output concepts in COBOL II programs including database updates
- Testing COBOL II programs

SOW	NUMBER	

- Implementing COBOL II programs
- De-bugging COBOL II programs

## Developed CICS programs following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

- Writing new CICS programs and Maps
- Modifying existing CICS programs
- Error checking concepts in CICS
- Testing CICS programs
- Transaction processing in CICS programs
- Pseudo-conversational concepts in CICS programs
- Implementing CICS programs
- De-bugging CICS programs

## Developed TELON programs following standard repeatable processes: Minimum of 3 years of professional working experience within the last 5 years including:

- Writing batch and online TELON programs
- Modifying batch and online TELON programs
- Input/Output concepts in TELON programs including database updates
- Accessing DB2 data in TELON programs

## Developed systems with a DB2 database following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

- Writing DB2 SQL statements
- Modifying existing DB2 SQL statements
- Error checking concepts in DB2
- Index usage in DB2
- Knowledge of Plans/Packages in DB2
- Batch and Online DB2 SQL
- Relationships between Tables/columns
- Foreign Keys in DB2
- Referential Integrity in DB2

## Developed IBM OS 370/390 JCL for systems following standard repeatable processes: Minimum of 6 years of professional working experience within the last 8 years including:

#### Procedures

- Parameters
- Data Definition Statements
- Generation Data Sets
- Libraries
- IBM Utilities

Required Certification(s):

None

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#### 9.20 DRAFT WORK ORDER

To: [Contractor Firm]	Vork Order # 001
[Contractor Address]	Contract #:SOW#:
This is your authorization to execut Professional Services Agreement.	te this Work Order subject to the terms and conditions of our
Name:	
Job Classification:	
Billing Rate: \$.00/hr	
Estimated Travel & Expenses: As a	pproved by Client
Estimated Equipment & Licenses Exp	enses: As approved by Client
Estimated Number of Hours to be Wor	ked During Period: <u>00.00</u>
Funding Limitation: Total payments for	this Work Order shall not exceed \$00.00 (labor and expenses).
Start Date: <u>03/02/02</u>	
Period of Work: <u>03/02/02 - 10/01/02</u>	
Services to Be Provided: [General po	sition description]
[REQUESTING AGENCY]	[CONTRACTOR FIRM]
By:	By:
Title:	Title:
Date:	Date:
APPROVE	
	Drayton Nabers

#### **Director of Finance**